Table of Contents

As filed with the Securities and Exchange Commission on June 3, 2013

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Tempur Sealy International, Inc.

Delaware	2510	33-1022198
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Guarantors Listed on Schedule A Hereto
(Exact name of Registrant as Specified in its charter)

1000 Tempur Way
Lexington, Kentucky 40511
(800) 878-8889
(Address, including zip code, and telephone number, including area code, of the registrants' principal executive offices)

Mark Sarvary, President and Chief Executive Officer
Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, Kentucky 40511
(800) 878-8889
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
John R. Utzschneider, Esq.
Christina E. Melendi, Esq.
Bingham McCutchen LLP
399 Park Avenue
New York, New York 10022
212-705-7000

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
6.875% Senior Subordinated Notes due 2020	$375,000,000	100% (1)	$375,000,000	$51,150
Guarantees of the 6.875% Senior Subordinated Notes due 2020	$375,000,000	N/A	N/A	(2)

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f) under the Securities Act.
(2) Pursuant to Rule 457(n) under the Securities Act, no separate fee is payable for the guarantees.

THE REGISTRANTS HEREBY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANTS SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8 OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8, MAY DETERMINE.

Table of Contents

Schedule A

Table of Guarantor Co-Registrants

Name	State or Other Jurisdiction of Incorporation/ Formation	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification Number
Tempur World, LLC	Delaware	2510	61-1364709
Tempur-Pedic Management, LLC	Delaware	2510	26-2807648
Tempur-Pedic North America, LLC	Delaware	2510	20-0798531
Tempur-Pedic Technologies, Inc.	Delaware	2510	20-8165334
Tempur Production USA, LLC	Virginia	2510	61-1368322
Dawn Sleep Technologies, Inc.	Delaware	2510	33-1069158
Tempur-Pedic Manufacturing, Inc.	Delaware	2510	26-2821802
Tempur-Pedic Sales, Inc.	Delaware	2510	26-2821774
Tempur-Pedic America, LLC	Delaware	2510	61-1666069
Sealy Corporation	Delaware	2510	36-3284147
Sealy Mattress Corporation	Delaware	2510	20-1178482
Sealy Mattress Company	Ohio	2510	34-0439410
Ohio-Sealy Mattress Manufacturing Co. Inc.	Massachusetts	2510	04-2511765
Ohio-Sealy Mattress Manufacturing Co.	Georgia	2510	58-1186228
Sealy Mattress Company of Kansas City, Inc.	Missouri	2510	44-0523533
Sealy Mattress Company of Illinois	Illinois	2510	36-1853967
A. Brandwein & Co.	Illinois	2510	36-2525330
Sealy Mattress Company of Albany, Inc.	New York	2510	14-1325596
Sealy of Maryland and Virginia, Inc.	Maryland	2510	52-1192669
Sealy of Minnesota, Inc.	Minnesota	2510	41-1227650
North American Bedding Company f/k/a The Stearns & Foster Upholstery Furniture Company	Ohio	2510	34-1449446
Sealy, Inc.	Ohio	2510	34-1439379
The Ohio Mattress Company Licensing and Components Group	Delaware	2510	36-1750335
Sealy Mattress Manufacturing Company, Inc.	Delaware	2510	36-3209918
SEALY TECHNOLOGY LLC	North Carolina	2510	56-2168370
Sealy-Korea, Inc.	Delaware	2510	56-2112163
Mattress Holdings International, LLC	Delaware	2510	52-2177086
Sealy Real Estate, Inc.	North Carolina	2510	56-2147751
Sealy Mattress Company of Puerto Rico	Ohio	2510	34-6544153
Sealy Texas Management, Inc.	Texas	2510	75-1491047
Western Mattress Company	California	2510	95-3388719
Sealy Mattress Company of Memphis	Tennessee	2510	62-0359534
Sealy Mattress Co. of S.W. Virginia	Virginia	2510	54-0492385
Advanced Sleep Products	California	2510	95-3254262
Sealy Components-Pads, Inc.	Delaware	2510	34-1801062
Sealy Mattress Company of Michigan, Inc.	Michigan	2510	38-1256567

Table of Contents

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission relating to these securities is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION DATED June 3, 2013

PROSPECTUS

Tempur Sealy International, Inc.

Offer to Exchange
6.875% Senior Notes due 2020
for
New 6.875% Senior Notes due 2020
that have been registered under the Securities Act of 1933

We are offering to exchange registered 6.875% Senior Notes due 2020, or the Exchange Notes, for an equivalent amount of our outstanding, unregistered 6.875% Senior Notes due 2020, or the Original Notes. The Original Notes and the Exchange Notes are sometimes referred to in this prospectus together as "the notes." The terms of the Exchange Notes are identical to the terms of the Original Notes, except that the Exchange Notes are registered under the Securities Act of 1933, as amended, or the Securities Act, and the transfer restrictions and registration rights and related additional interest provisions applicable to the Original Notes do not apply to the Exchange Notes. The Original Notes may only be tendered in an amount equal to $2,000 in principal amount or in integral multiples of $1,000 in excess thereof. This exchange offer is subject to certain customary conditions and will expire at 5:00 p.m., New York City time, on , 2013, unless we extend such expiration date. The Exchange Notes will not be listed on any securities exchange or any automated dealer quotation system and there is currently no market for the Exchange Notes.

Material Terms of the Exchange Offer

- The exchange offer expires at 5:00 p.m., New York City time, on , 2013 unless extended.
- You will receive an equal principal amount of Exchange Notes for all Original Notes that you validly tender and do not validly withdraw.
- Tenders of Original Notes may be withdrawn at any time prior to the expiration of the exchange offer.
- There has been no public market for the Original Notes and we cannot assure you that any public market for the Exchange Notes will develop.
- The terms of the Exchange Notes are substantially identical to the Original Notes, except for transfer restrictions, and registration rights and additional interest payment provisions relating to the Original Notes.
- If you fail to tender your Original Notes for the Exchange Notes, you will continue to hold unregistered securities and it may be difficult for you to transfer them.
- The conditions to completing the exchange offer are that the exchange offer does not violate applicable law or any applicable interpretation of the staff of the Securities and Exchange Commission, or the SEC, and the other conditions as set forth in this prospectus.
- We will not receive any cash proceeds from the exchange offer.

Results of the Exchange Offer

- The Exchange Notes may be sold in the over-the-counter market, in negotiated transactions or through a combination of such methods. We do not plan to list the Original Notes or Exchange Notes on a national market.
- All outstanding Original Notes not tendered will continue to be subject to the restrictions on transfer set forth in the indenture governing the Original Notes. In general, outstanding Original Notes may not be offered or sold, unless registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws.
- Other than in connection with the exchange offer, we do not plan to register the outstanding Original Notes under the Securities Act.

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes. The letter of transmittal states that, by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with the resales of Exchange Notes received in exchange for Original Notes where the Original Notes were acquired by that broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the expiration date of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Investing in the Exchange Notes involves risks that are described in the "Risk Factors" section beginning on page 8 of this prospectus.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is , 2013.

TABLE OF CONTENTS

	Page
SUMMARY	1
RISK FACTORS	8
USE OF PROCEEDS	28
RATIO OF EARNINGS TO FIXED CHARGES	29
DESCRIPTION OF OTHER INDEBTEDNESS	30
DESCRIPTION OF EXCHANGE NOTES	33
THE EXCHANGE OFFER	80
CERTAIN MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS	93
PLAN OF DISTRIBUTION	98
LEGAL MATTERS	99
EXPERTS	99

In this prospectus, except as otherwise indicated, the words “Tempur-Pedic,” “the Company,” “the Registrant,” “we,” “us,” “our” and “ours” refer to Tempur Sealy International, Inc.(f/k/a Tempur-Pedic International Inc.) together with its consolidated subsidiaries, including Sealy Corporation and its consolidated subsidiaries, or Sealy, which we acquired on March 18, 2013. We refer to our acquisition of Sealy in this prospectus as the “Sealy Acquisition,” and together with the related financings, the “Transactions.”

In making an investment decision, you must rely on your own examination of our business and the terms of the exchange offer, including the merits and risks involved.

You should not consider any information in this prospectus to be legal, business or tax advice. You should consult your own attorney, business advisor and tax advisor for legal, business and tax advice regarding an investment in the notes.

We are incorporating by reference into this prospectus important business and financial information that is not included in or delivered with this prospectus. In making your investment decision, you should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized anyone to provide you with any other information. If you receive any other information, you should not rely on it.

The information contained in this prospectus has been furnished by us and other sources we believe to be reliable. We make no representation or warranty, express or implied, as to the accuracy or completeness of any of the information set forth in this prospectus, and you should not rely on anything contained in this prospectus as a promise or representation, whether as to the past or the future. This prospectus contains summaries, believed to be accurate, of the terms we consider material of certain documents, but reference is made to the actual documents. All such summaries are qualified in their entirety by this reference. See “Where You Can Find More Information.”

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC under the Securities Exchange Act of 1934, as amended, or the Exchange Act. Sealy, our wholly owned subsidiary, filed annual, quarterly and current reports, proxy statements and other information the SEC under the Exchange Act prior to April 2, 2013 when its reporting obligations were suspended under Section 13 and 15(d) of the Exchange Act. You may inspect without charge any documents filed by us or Sealy at the SEC's Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an internet site, www.sec.gov, which contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, including Tempur-Pedic and Sealy.

We are "incorporating by reference" certain documents that we and Sealy have filed with the SEC under the Exchange Act, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, except for any information superseded by information contained directly in this prospectus, or any subsequently filed document deemed incorporated by reference. We incorporate by reference into this prospectus the documents listed below (excluding any portions of such documents that have been "furnished" but not "filed" for purposes of the Exchange Act):

- Our Annual Report on Form 10-K for the fiscal year ended December 31, 2012, filed on February 1, 2013;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 filed on May 10, 2013;
- Our Current Reports on Form 8-K filed on February 4, 2013, February 25, 2013, March 8, 2013; March 18, 2013, March 26, 2013, April 1, 2013, May 10, 2013, May 17, 2013, and May 24, 2013 and related Amendment to our Current Report on Form 8-K/A filed on June 3, 2013;
- Our Definitive Proxy Statement for our 2013 Annual Meeting of Stockholders filed on April 19, 2013;
- Sealy's Annual Report on Form 10-K for the fiscal year ended December 2, 2012, filed on February 4, 2013 and related Amendment to its Annual Report on Form 10-K/A for the fiscal year ended December 2, 2012, filed on March 29, 2013 (other than, in each case, Part II, Item 8 "Financial Statements and Supplementary Data", Item 9A "Controls and Procedures" and "Financial Statement Schedules" in Item 15 of such reports); and
- Sealy's Current Reports on Form 8-K filed on March 1, 2013, March 11, 2013, March 18, 2013, March 20, 2013, and April 1, 2013 (which includes updated financial statements for Sealy from that included in Part II, Item 8 "Financial Statements and Supplementary Data" of Sealy's 2012 Form 10-K).

Any future filings Tempur-Pedic makes with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus are incorporated herein by reference until completion of the exchange offer (excluding any portions of such filings that have been "furnished" but not "filed" for purposes of the Exchange Act). Any statement contained in this prospectus or in a document incorporated by reference shall be deemed to be modified or superseded to the extent that a statement contained in those documents modifies or supersedes such statement. Any statement so modified or superseded will not be deemed to constitute a part of this prospectus except as so modified or superseded. Statements contained in this prospectus as to the contents of any contract or other document referred to in this prospectus do not purport to be complete, and, where reference is made to the particular provisions of such contract or other document, such provisions are qualified in all respects by reference to all of the provisions of such contract or other document. We will provide a copy of the documents we incorporate by reference or refer to in this prospectus, at no cost, to any person that receives this prospectus. To request a copy of any or all of these documents, such as the indenture, you should write or telephone us at: Tempur Sealy International, Inc., 1000 Tempur Way, Lexington, Kentucky 40511, Attention: Investor Relations (800) 805-3635.

To obtain timely delivery, you must request such information no later than five (5) business days before the expiration date of the exchange offer.

The distribution of this prospectus and the offer and the sale of the notes may be restricted by law in certain jurisdictions. Persons into whose possession this prospectus or any of the notes come must inform themselves about, and observe, any such restrictions. See "Plan of Distribution."

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, AS AMENDED ("RSA 421-B"), WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. Forward-looking statements relate to future events or our future financial performance. We generally identify forward-looking statements by terminology such as "may," "will," "should," "expects," "plans," "anticipates," "could," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of these terms or other similar words, although not all forward-looking statements contain these words. These statements are only predictions.

Any forward-looking statements contained in this prospectus are based upon our historical performance and on our current plans, estimates and expectations. The inclusion of this forward-looking information should not be regarded as a representation by us or any other person that the future plans, estimates or expectations contemplated by us will be achieved. Such forward-looking statements are subject to various risks and uncertainties and assumptions relating to our operations, financial results, financial condition, business, prospects, growth strategy and liquidity. If one or more of these or other risks or uncertainties materialize, or if our underlying assumptions prove to be incorrect, our actual results may vary materially from those indicated in these statements.

The forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events. The factors set forth below should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this prospectus. Important factors that could cause our actual results to differ materially from the expectations reflected in the forward-looking statements contained or incorporated by reference in this prospectus include, but are not limited to:

- unfavorable economic and market conditions that could reduce our sales and profitability;
- our ability to effectively implement strategic initiatives and actions taken to increase sales growth;
- our ability to compete successfully;
- our dependence on our significant customers;
- our exposure to fluctuations in the cost of raw materials;
- our exposure to tax assessments in Denmark;

- our ability to sustain our profitability, which could impair our ability to service our indebtedness;
- our ability to generate sufficient cash to service the notes and our other indebtedness;
- advertising expenditures may not result in increased sales or generate the levels of product and brand name awareness we desire;
- our ability to protect our trade secrets or maintain our trademarks, patents and other intellectual property;
- the loss of suppliers and disruptions in the supply of our raw materials;
- our significant reliance on information technology;
- our ability to successfully integrate Sealy, achieve the projected synergies of the Sealy Acquisition and realize the other anticipated benefits from the Sealy Acquisition;
- the risk of unexpected equipment failures, delays in deliveries or catastrophic loss delays in any of our manufacturing facilities;
- our dependence on our subsidiaries for a substantial portion of our revenues;
- changes in tax laws and regulations or other factors that could cause our income tax rate to increase or cause our effective income tax rate to be higher than anticipated;
- compliance with, potential liability under, and risks related to environmental, health and safety laws and regulations (and changes in such laws and regulations, including their enforcement or interpretation);
- risks from our international operations, such as foreign exchange, tariff, tax, inflation, increased costs, political risks and our ability to expand in certain international markets; and
- our historical and pro forma combined financial information may not be representative of our results as a combined company following the Sealy Acquisition.

SUMMARY

This summary highlights the information contained in or incorporated by reference into this prospectus. This summary may not contain all of the information that may be important to you. You should read the entire prospectus and the information incorporated by reference herein carefully before making a decision to participate in the exchange offer. The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information appearing elsewhere in or incorporated by reference into this prospectus. In particular, you should read the section entitled "Risk Factors" included elsewhere in this prospectus and our and Sealy's financial statements and the related notes and management's discussion and analysis thereof and thereto that appear in or are incorporated by reference into this prospectus.

References in this prospectus to "fiscal year" or "fiscal" refer to our financial reporting years ending on December 31 in the applicable calendar year. Prior to the Sealy Acquisition, Sealy used a 52-53 week fiscal year ending on the closest Sunday to November 30, but no later than December 2. The fiscal years for Sealy ended December 2, 2012, November 27, 2011 and November 28, 2010 were 52-week years.

Our Company

Our Company develops, manufactures and markets mattresses, foundations, pillows and other products, which we sell in approximately 80 countries worldwide. We completed the Sealy Acquisition on March 18, 2013. Our Company's brand portfolio includes many of the most highly recognized brands in the industry, including Tempur®, Tempur-Pedic®, Sealy®, Sealy Posturepedic®, Optimum™ and Stearns & Foster®. We believe Tempur and Sealy have complementary products, brands, technologies and geographic footprints that will provide significant opportunities to leverage each other's capabilities beyond our historic footprints and increase efficiencies across the entire supply chain.

Corporate Information

We were incorporated in September 2002 under the laws of the State of Delaware. On May 22, 2013, we changed our name to Tempur Sealy International, Inc. Our principal executive office is located at 1000 Tempur Way, Lexington, Kentucky 40511 and our telephone number is (800) 878-8889. Our internet address is www.tempurpedic.com. Information on, or accessible through, our website is not part of this prospectus.

Summary of the Terms of the Exchange Offer

On December 19, 2012, we issued $375.0 million in aggregate principal amount of our 6.875% Senior Notes due 2020 in a private placement. We entered into a registration rights agreement with the initial purchasers of the Original Notes in which we agreed to deliver to you this prospectus. You are entitled to exchange your Original Notes in the exchange offer for registered notes with identical terms, except that the registered notes will have been registered under the Securities Act and will not bear legends restricting their transfer. Unless you are a broker-dealer or unable to participate in the exchange offer, we believe that the Exchange Notes to be issued in the exchange offer may be resold by you without compliance with the registration and prospectus delivery requirements of the Securities Act. You should read the discussions under the headings "The Exchange Offer" and "Description of Exchange Notes" for further information regarding the Exchange Notes.

Registration Rights Agreement	You are entitled under the registration rights agreement governing your Original Notes to exchange your Original Notes for Exchange Notes with substantially identical terms. The exchange offer is intended to satisfy these rights. After the exchange offer is completed, except as set forth in the next paragraph, you will no longer be entitled to any exchange or registration rights with respect to your Original Notes. If you do not receive freely tradable Exchange Notes in the exchange offer or you are ineligible to participate in the exchange offer and indicate that you wish to have your Original Notes registered under the Securities Act, the registration rights agreement governing your Original Notes requires us to file a registration statement for a continuous offering in accordance with Rule 415 under the Securities Act for your benefit. See "The Exchange Offer."
The Exchange Offer	We are offering to exchange up to $375.0 million aggregate principal amount of our Exchange Notes, which have been registered under the Securities Act, for up to $375.0 million aggregate principal amount of our Original Notes, on the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, which we refer to as the exchange offer. You may tender Original Notes only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. The Original Notes we are offering to exchange hereby were issued under an indenture dated as of December 19, 2012.
Resale of Exchange Notes	Based upon the position of the staff of the SEC as described in no-action letters issued to third parties unrelated to us, we believe that Exchange Notes issued pursuant to the exchange offer in exchange for Original Notes may be offered for resale, resold and otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that: • you are acquiring the Exchange Notes in the ordinary course of your business; • you have not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution (within the meaning of the Securities Act) of the Exchange Notes to be issued in the exchange offer; • you are not an "affiliate" of ours as defined under Rule 405 of the Securities Act; and

	• if you are not a broker-dealer, you are not engaged in and do not intend to engage in the distribution of the Exchange Notes. We do not intend to apply for listing of the Exchange Notes on any securities exchange or seek approval for quotation through an automated quotation system. Accordingly, there can be no assurance that an active market will develop upon completion of the exchange offer or, if developed, that such market will be sustained or as to the liquidity of any such market. By tendering your Original Notes as described in "The Exchange Offer," you will be making representations to this effect. If you fail to satisfy any of these conditions, you cannot rely on the position of the SEC set forth in the no-action letters referred to above and you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a resale of the Exchange Notes. We base our belief on interpretations by the SEC staff in no-action letters issued to other issuers in exchange offers like ours. We cannot guarantee that the SEC will make a similar decision about our exchange offer. If our belief is wrong, you could incur liability under the Securities Act. We will not protect you against any loss incurred as a result of this liability under the Securities Act. Each broker-dealer that receives Exchange Notes for its own account in exchange for Original Notes, where such Original Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of Exchange Notes during the period ending on the earlier of (i) 180 days from the date on which the registration statement on Form S-4, to which this prospectus forms a part, became effective and (ii) the date on which such broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities. See "Plan of Distribution."
Consequences If You Do Not Exchange Your Original Notes	Original Notes that are not tendered in the exchange offer or are not accepted for exchange will continue to bear legends restricting their transfer. You will not be able to offer or sell such Original Notes unless: • you are able to rely on an exemption from the requirements of the Securities Act; • the Original Notes are registered under the Securities Act; or • the transaction requires neither an exception from nor registration under the requirements of the Securities Act.

	After the exchange offer is closed, we will no longer have an obligation to register the Original Notes, except under limited circumstances. To the extent that Original Notes are tendered and accepted in the exchange offer, the trading market for any remaining Original Notes may be adversely affected. See "Risk Factors—Risks Relating to the Exchange Offer."
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2013, unless we extend the exchange offer. See "The Exchange Offer—Expiration Date; Extensions; Amendments."
Issuance of Exchange Notes	We will issue Exchange Notes in exchange for Original Notes tendered and accepted in the exchange offer promptly following the Expiration Date (unless amended as described in this prospectus). See "The Exchange Offer—Terms of the Exchange."
Certain Conditions to the Exchange Offer	The exchange offer is subject to certain customary conditions, which we may amend or waive. The exchange offer is not conditioned upon any minimum principal amount of outstanding Original Notes being tendered. See "The Exchange Offer—Conditions to the Exchange Offer."
Procedures for Tendering Old Notes	If you wish to accept the exchange offer, you must deliver to the exchange agent: • your Original Notes, either by tendering them in certificated form or by timely confirmation of book-entry transfer through DTC, and • all other documents required by the letter of transmittal. These actions must be completed before the expiration of the exchange offer. If you hold Original Notes through DTC, you must comply with its standard procedures for electronic tenders, by which you will agree to be bound by the letter of transmittal. By signing, or by agreeing to be bound by, the letter of transmittal, you will be representing to us that: • you will be acquiring the Exchange Notes in the ordinary course of your business, • you have no arrangement or understanding with any person to participate in the distribution of the Exchange Notes within the meaning of the Securities Act, • you are not an affiliate, as defined in Rule 405 under the Securities Act, of ours, and • if you are not a broker-dealer, you are not engaged in and do not intend to engage in the distribution of the Exchange Notes. See "The Exchange Offer—Procedures for Tendering."

Guaranteed Delivery Procedures for Tendering Original Notes	If you cannot tender your Original Notes by the expiration date or you cannot deliver your Original Notes, the letter of transmittal or any other documentation to comply with the applicable procedures under DTC standard operating procedures for electronic tenders in a timely fashion, you may tender your Original Notes according to the guaranteed delivery procedures set forth under "The Exchange Offer—Guaranteed Delivery Procedures."
Special Procedures for Beneficial Holders	If you beneficially own Original Notes which are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender in the exchange offer, you should contact the registered holder promptly and instruct such person to tender on your behalf. If you wish to tender in the exchange offer on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your Original Notes, either arrange to have the Original Notes registered in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take a considerable amount of time. See "The Exchange Offer—Procedures for Tendering."
Withdrawal Rights	You may withdraw your tender of Original Notes at any time before the exchange offer expires. See "The Exchange Offer—Withdrawal of Tenders."
Accounting Treatment	We will not recognize any gain or loss for accounting purposes upon the completion of the exchange offer. The expenses of the exchange offer that we pay will increase our deferred financing costs in accordance with generally accepted accounting principles, or GAAP. See "The Exchange Offer - Accounting Treatment."
U.S. Federal Income Tax Consequences	The exchange pursuant to the exchange offer generally will not be a taxable event for U.S. federal income tax purposes. See "Material United States Federal Income Tax Considerations."
Use of Proceeds	We will not receive any proceeds from the exchange or the issuance of Exchange Notes in connection with the exchange offer.
Exchange Agent	The Bank of New York Mellon Trust Company, N.A. is serving as exchange agent in connection with the exchange offer. The address and telephone number of the exchange agent are set forth under "The Exchange Offer – Exchange Agent." The Bank of New York Mellon Trust Company, N.A., is also the trustee under the indenture governing the notes.

SUMMARY OF THE TERMS OF THE EXCHANGE NOTES

The following summary is provided solely for your convenience. The summary is not intended to be complete. You should read the full text and more specific details contained elsewhere in this prospectus. For a more detailed description of the notes, see "Description of Exchange Notes."

Issuer	Tempur Sealy International, Inc.
Securities Offered	$375.0 million aggregate principal amount of 6.875% Senior Notes due 2020.
Maturity	December 15, 2020.
Interest	Interest will be payable in cash on June 15 and December 15 of each year, beginning June 15, 2013.
Guarantees	The Exchange Notes will be guaranteed by all of our existing and future domestic restricted subsidiaries that guarantee or are borrowers under our $350 million senior secured revolving credit facility (the "Credit Facilities"). The guarantees will rank equally to all other unsecured and unsubordinated indebtedness of the guarantors, but will be effectively junior to all of the secured indebtedness of the guarantors, to the extent of the value of the assets securing that indebtedness.
Ranking	The Exchange Notes will rank equally to all of our other unsecured and unsubordinated indebtedness, but will be effectively junior to all of our secured indebtedness, to the extent of the value of the assets securing that indebtedness. The Exchange Notes will also effectively rank junior to all liabilities of our subsidiaries that do not guarantee the Exchange Notes. As of March 31, 2013: • The notes effectively ranked junior to $1,597.1 million of secured indebtedness of Tempur-Pedic and the subsidiaries guaranteeing the notes; and • The notes effectively ranked junior to $589.2 million of liabilities of our non-guarantor subsidiaries (excluding intercompany liabilities).
Optional Redemption	We may redeem any of the Exchange Notes beginning on December 15, 2016. The initial redemption price is 103.438% of their principal amount, plus accrued interest. The redemption price will decline each year after 2016 and will be 100% of their principal amount, plus accrued and unpaid interest, beginning on December 15, 2018. In addition, before December 15, 2015, we may redeem up to 35% of the aggregate principal amount of Exchange Notes with the proceeds of certain offerings of our equity securities at 106.875% of their principal amount plus accrued and unpaid interest. We may make such redemptions only if, after any such redemption, at least 65% of the aggregate principal amount of Exchange Notes originally issued remains outstanding.

	We may also redeem some or all of the Exchange Notes before December 15, 2016 at a redemption price of 100% of their principal amount, plus accrued and unpaid interest, to the redemption date, plus an applicable "make-whole" premium.
Change of Control	Upon a change of control (as described under "Description of Exchange Notes"), we will be required to make an offer to repurchase the Exchange Notes. The purchase price will equal 101% of the principal amount of the notes on the date of repurchase plus accrued and unpaid interest. We may not have sufficient funds available at the time of any change of control to make any required debt repayment (including repurchases of the notes). See "Risk Factors—Risks Related to the Notes—We may not be able to repurchase the notes upon a change of control."
Trustee, Registrar and Transfer Agent	The Bank of New York Mellon Trust Company, N.A.
Certain Covenants	The terms of the Exchange Notes restrict our ability and the ability of certain of our subsidiaries (as described in "Description of Exchange Notes") to: • incur additional indebtedness; • create liens; • engage in sale-leaseback transactions; • pay dividends or make distributions in respect of capital stock; • purchase or redeem capital stock or subordinated indebtedness; • make investments or certain other restricted payments; • sell assets; • issue or sell stock of restricted subsidiaries; • enter into transactions with stockholders or affiliates; or • effect a consolidation or merger. However, these limitations will be subject to a number of important qualifications and exceptions.
Use of Proceeds	We will not receive any proceeds from the exchange offer.
No Public Trading Market	The Exchange Notes will not be listed on any national securities exchange or any automated dealer quotation system and there is currently no market for the notes. Accordingly, there can be no assurances that an active market for the Exchange Notes will develop upon the completion of the exchange offer or, if developed, that such market will be sustained, or as to the liquidity of any such market.
Risk Factors	In analyzing an investment in the Exchange Notes and participation in the exchange offer, you should carefully consider, along with other matters included, incorporated by reference, or referred to in this prospectus, the information set forth under "Risk Factors."

RISK FACTORS

Any investment in the notes involves a high degree of risk. You should consider carefully the following information about these risks, together with the other information contained in this prospectus, before participating in the Exchange Offer. If any of the following risks actually occur, our business, financial condition, prospects, results of operations or cash flow could be materially and adversely affected. Additional risks or uncertainties not currently known to us, or that we currently deem immaterial, may also impair our business operations. We cannot assure you that any of the events discussed in the risk factors below will not occur. If any such event does occur, you may lose all or part of your original investment in the notes.

Risks Related To Our Business

Unfavorable economic and market conditions could reduce our sales and profitability and as a result, our operating results may be adversely affected.

Our business has been affected by general business and economic conditions, and these conditions could have an impact on future demand for our products. The U.S. macroeconomic environment remains uncertain and was the primary factor in a slowdown in the mattress industry starting in 2008. In addition, our International segment experienced weakening as a result of general business and economic conditions. The global economy remains unstable, and we expect the economic environment to continue to be challenging as continued economic uncertainty has generally given households less confidence to make discretionary purchases.

In particular, the financial crisis that affected the banking system and financial markets and the current uncertainty in global economic conditions have resulted in a tightening in the credit markets, a low level of liquidity in many financial markets and volatility in credit, equity and fixed income markets. There could be a number of other effects from these economic developments on our business, including reduced consumer demand for products; insolvency of our customers, resulting in increased provisions for credit losses; insolvency of our key suppliers resulting in product delays; inability of retailers and consumers to obtain credit to finance purchases of our products; decreased consumer confidence; decreased retail demand, including order delays or cancellations; and counterparty failures negatively impacting our treasury operations. If such conditions are experienced in future periods, our industry, business and results of operations may be severely impacted.

In addition, the negative worldwide economic conditions and market instability makes it increasingly difficult for us, our customers and our suppliers to accurately forecast future product demand trends, which could cause us to produce excess products that can increase our inventory carrying costs. Alternatively, this forecasting difficulty could cause a shortage of products, or materials used in our products, that could result in an inability to satisfy demand for our products and a loss of market share.

Our leverage may limit our flexibility and increase our risk of default.

As of March 31, 2013, we had $1,997.9 million in total debt outstanding and our stockholders' equity was $27.4 million, compared to $1,025.0 million in long-term debt outstanding and stockholders' equity of $22.3 million as of December 31, 2012. Our long-term debt at December 31, 2012 included $375.0 million of notes issued in December 2012 in anticipation of the closing of the Sealy Acquisition. The increase in long-term debt during the three months ended March 31, 2013 is directly related to the Sealy Acquisition on March 18, 2013, which has increased our leverage. Our degree of leverage could have important consequences to our investors, such as:

- increasing our vulnerability to adverse economic, industry or competitive developments;
- requiring a substantial portion of our cash flow from operations to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our ability to use our cash flow to fund our operations, capital expenditures and other business opportunities;
- making it more difficult for us to satisfy our obligations with respect to our indebtedness;

- restricting us from making strategic acquisitions or investments or causing us to make non-strategic divestitures;
- limiting our ability to obtain additional financing for working capital, capital expenditures, product development, debt service requirements, acquisitions and general corporate or other purposes;
- limiting our flexibility in planning for, or reacting to, changes in our business or the industry in which we operate, placing us at a competitive disadvantage compared to our competitors who are less highly leveraged and who therefore, may be able to take advantage of opportunities that our leverage prevents us from exploiting; and
- exposing us to variability in interest rates, as a substantial portion of our indebtedness are and will be variable rate.

In addition, the instruments governing our debt contain financial and other restrictive covenants, which limit our operating flexibility and could prevent us from taking advantage of business opportunities and reduce our flexibility to respond to changing business and economic conditions, which could put us at a competitive disadvantage. Our failure to comply with these covenants may result in an event of default. If such event of default is not cured or waived, we may suffer adverse effects on our operations, business or financial condition, including acceleration of our debt.

Our sales growth is dependent upon our ability to implement strategic initiatives and actions taken to increase sales growth may not be effective.

Our ability to generate sales growth is dependent upon a number of factors, including the following:

- our ability to continuously improve our products to offer new and enhanced consumer benefits and better quality;
- ability of our future product launches to increase net sales;
- the effectiveness of our advertising campaigns and other marketing programs in building product and brand awareness, driving traffic to our distribution channels and increasing sales;
- our ability to continue to successfully execute our strategic initiatives;
- the level of consumer acceptance of our products; and
- general economic factors that negatively impact consumer confidence, disposable income or the availability of consumer financing.

Over the last few years, we have had to manage our business both through periods of rapid growth and the uncertain economic environment. A source of our growth within this time frame has been through expanding distribution of our products into new stores, principally furniture and bedding retail stores in the U.S. Some of these retail stores may undergo restructurings, experience financial difficulty or realign their affiliations, which could decrease the number of stores that carry our products. Our sales growth will increasingly depend on our ability to generate additional sales in our existing accounts in the Retail channel. If we are unable to increase product sales in our existing retail accounts at a sufficient rate overall, our net sales growth could slow or decline.

We derive a substantial portion of our revenues from our subsidiaries and our ability to pay interest on the notes is dependent in part on the receipt of dividends, interest and other payments, advances and transfer of funds from our subsidiaries.

Although we are an operating company, we conduct a substantial portion of our operations through our subsidiaries. As a result, our ability to pay interest on the notes is dependent on the receipt of dividends and other payments or distributions from our subsidiaries. The ability of our subsidiaries to pay dividends or make other

payments or distributions to us will depend on their respective operating results and may be restricted by, among other things, the laws of their jurisdiction of organization (which may limit the amount of funds available for the payment of dividends), agreements of those subsidiaries and the covenants of any existing and future outstanding indebtedness we or our subsidiaries incur, including our Credit Facilities and the indenture governing the notes and our guarantor subsidiaries' guarantee obligations thereunder.

We operate in the highly competitive mattress and pillow industries, and if we are unable to compete successfully, we may lose customers and our sales may decline.

Participants in the mattress and pillow industries compete primarily on price, quality, brand name recognition, product availability and product performance. Our premium mattresses compete with a number of different types of mattress alternatives, including standard innerspring mattresses, viscoelastic mattresses, foam mattresses, hybrid innerspring/foam mattresses, waterbeds, futons, air beds and other air-supported mattresses. These alternative products are sold through a variety of channels, including furniture and bedding stores, department stores, mass merchants, wholesale clubs, Internet, telemarketing programs, television infomercials and catalogs.

A number of our significant competitors offer non-innerspring mattress and viscoelastic pillow products. Any such competition by established manufacturers or new entrants into the market could have a material adverse effect on our business, financial condition and operating results. The pillow industry is characterized by a large number of competitors, none of which are dominant, but many of which have greater resources than us. The highly competitive nature of the mattress and pillow industries means we are continually subject to the risk of loss of market share, loss of significant customers, reductions in margins, and the inability to acquire new customers.

Over the last year, the mattress market has been more competitive than at any time in our experience, which has adversely affected our results. In particular, others have expanded into non-innerspring segments hurting our market share and margins, and hybrid mattresses sold by competitors can take sales away from non-innerspring segments. If this environment continues and our response is not successful, our results would continue to be adversely affected.

Because we depend on our significant customers, a decrease or interruption in their business with us would reduce our sales and profitability.

Our top five customers, collectively, accounted for approximately 25.3% of our net sales for the three months ended March 31, 2013, with one customer, whose net sales are included in both the Tempur North America and Sealy segments, accounting for more than 10.0% of our net sales. The credit environment in which our customers operate has been relatively stable over the past few years. However, the continued management of credit risk by financial institutions has caused a decrease in the availability of credit for mattress retailers. In certain instances, this has caused mattress retailers to exit the market or be forced into bankruptcy. Furthermore, many of our customers rely in part on consumers' ability to finance their mattress purchases with credit from third parties. If customers are unable to obtain financing, they may defer their purchases. We expect that some of the retailers that carry our products may consolidate, undergo restructurings or reorganizations, experience financial difficulty, or realign their affiliations, any of which could decrease the number of stores that carry our products or increase the ownership concentration in the retail industry. Some of these retailers may decide to carry only a limited number of brands of mattress products, which could affect our ability to sell products to them on favorable terms, if at all. A substantial decrease or interruption in business from these significant customers could result in the loss of future business and could reduce liquidity and profitability.

We are subject to fluctuations in the cost of raw materials, and increases in these costs would reduce our liquidity and profitability.

The bedding industry has been challenged by volatility in the price of petroleum-based and steel products, which affects the cost of polyurethane foam, polyester, polyethylene foam and steel innerspring component parts. Domestic supplies of these raw materials are being limited by supplier consolidation, the exporting of these raw

materials outside of the U.S. due to the weakened dollar and other forces beyond our control. Certain raw materials that we purchase for production are chemicals and proprietary additives, which are influenced by oil prices. The price and availability of these raw materials are subject to market conditions affecting supply and demand. We experienced increases in the price of certain raw materials during the three months ended March 31, 2013, and we expect to encounter inflationary costs for certain raw materials for the remainder of 2013. Given the significance of the cost of these materials to our Sealy products, volatility in the prices of the underlying commodities can significantly affect profitability. To the extent we are unable to absorb higher costs, or pass any such higher costs to our customers, our gross profit margin could be negatively affected, which could result in a decrease in our liquidity and profitability.

Changes in tax laws and regulations or other factors could cause our income tax rate to increase, potentially reducing net income and adversely affecting cash flows.

We are subject to taxation in various jurisdictions around the world. In preparing financial statements, we calculate our respective effective income tax rate based on current tax laws and regulations and the estimated taxable income within each of these jurisdictions. Our effective income tax rate, however, may be higher due to numerous factors, including changes in accounting, tax laws or regulations. A significantly higher effective income tax rate than currently anticipated could have an adverse effect on our business, results of operations and liquidity.

Officials in some of the jurisdictions in which we do business, including the United States, have proposed or announced that they are considering tax increases and other revenue raising laws and regulations. Any resulting changes in tax laws or regulations could increase our effective tax rate or impose new restrictions, costs or prohibitions on our current practices and reduce our net income and adversely affect our cash flows.

Our new product launches may not be successful due to development delays, failure of new products to achieve anticipated levels of market acceptance and significant costs associated with failed product introductions, which could adversely affect our revenues and profitability.

Each year we invest significant time and resources in research and development to improve our respective product offerings. There are a number of risks inherent in our new product line introductions, including the anticipated level of market acceptance may not be realized, which could negatively impact our sales. Also, introduction costs, the speed of the rollout of the product and manufacturing inefficiencies may be greater than anticipated, which could impact profitability.

We are subject to a pending tax proceeding in Denmark, and an adverse decision would reduce our liquidity and profitability.

We have received income tax assessments from the Danish Tax Authority (“SKAT”) with respect to the tax years 2001 through 2007 relating to the royalty paid by one of Tempur-Pedic’s U.S. subsidiaries to a Danish subsidiary. The position taken by SKAT could apply to subsequent years. The cumulative total tax assessment for all years is approximately $185.9 million including interest and penalties. The Company filed timely protests with the Danish National Tax Tribunal (the “Tribunal”) challenging the tax assessments. The National Tax Tribunal formally agreed to place the Danish tax litigation on hold pending the outcome of a Bilateral Advance Pricing Agreement (“Bilateral APA”) between the United States and SKAT. A Bilateral APA involves an agreement between the Internal Revenue Service and the taxpayer, as well as a negotiated agreement with one or more foreign competent authorities under applicable income tax treaties. During the third quarter of 2008, we filed the Bilateral APA with the Internal Revenue Service and SKAT. U.S. and Danish competent authorities have met to discuss the Company’s Bilateral APA.SKAT and the Internal Revenue Service met several times since 2011, most recently in February 2013, to discuss the matter. At the conclusion of the February 2013 meeting, the IRS and SKAT concluded that a mutually acceptable agreement on the matter could not be reached and, as a result, the Bilateral APA process was terminated. We now expect the Tribunal proceedings to be reconvened later in 2013. The Tribunal is a branch of SKAT that is independent of the discussions and negotiations that have taken place to date. If the Tribunal does not rule to the satisfaction of one or both parties, the party seeking redress may choose to litigate the issue in the Danish

court system. As a result of the decision by the IRS and SKAT to discontinue further discussions on the matter through the Bilateral APA process and the reconvening of the Tribunal proceedings, SKAT could require us to post a cash deposit or other security for taxes it has assessed in an amount to be negotiated, up to the full amount of the claim. The Company expects to reach conclusion on the cash deposit or security required, if any, during 2013. We believe we have meritorious defenses to the proposed adjustments and will oppose the assessments before the Tribunal and in the Danish courts, as necessary. We believe the litigation process to reach a final resolution of this matter could potentially extend over the next five years. If we are not successful in defending our position to before the Tribunal or in the Danish courts that we owe no additional taxes, we could be required to pay significant amounts to SKAT, which could impair or reduce our liquidity and profitability.

We may be unable to sustain our profitability, which could impair our ability to service our indebtedness and make investments in our business and could adversely affect the market price for our stock.

Our ability to service our indebtedness depends on our ability to maintain our profitability. We may not be able to maintain our profitability on a quarterly or annual basis in future periods. Further, our profitability will depend upon a number of factors, including without limitation:

- general economic conditions in the markets in which we sell our products and the impact on consumers and retailers;
- the level of competition in the mattress and pillow industry;
- our ability to align our cost structure with sales in the existing economic environment;
- our ability to effectively sell our products through our distribution channels in volumes sufficient to drive growth and leverage our cost structure and advertising spending;
- our ability to reduce costs;
- our ability to absorb fluctuations in commodity costs;
- our ability to maintain efficient, timely and cost-effective production and utilization of our manufacturing capacity;
- our ability to successfully identify and respond to emerging trends in the mattress and pillow industry;
- our ability to maintain public association of our brands, including overcoming any impact on our brand caused by some of our customers seeking to sell our products at a discount to our recommended price; and
- our ability to successfully integrate after the Sealy Acquisition.

Our advertising expenditures and customer subsidies may not result in increased sales or generate the levels of product and brand name awareness we desire and we may not be able to manage our advertising expenditures on a cost-effective basis.

A significant component of our marketing strategy involves the use of direct marketing to generate sales. Future growth and profitability will depend in part on the cost and efficiency of our advertising expenditures, including our ability to create greater awareness of our products and brand name and determine the appropriate creative message and media mix for future advertising expenditures and to incent the promotion of our products.

Our operating results are increasingly subject to fluctuations, including as a result of seasonality, which could make sequential quarter to quarter comparisons an unreliable indication of our performance and adversely affect the market price of our common stock.

A significant portion of our growth in net sales is attributable to growth in sales in our Retail channel, particularly net sales to furniture and bedding stores. We believe that our sales of bedding and other products to furniture and bedding stores are subject to seasonality inherent in the bedding industry, with sales expected to be

generally lower in the second and fourth quarters and higher in the first and third quarters, and in Europe, lower in the third quarter. Our net sales may be affected increasingly by this seasonality, particularly as our Retail sales channel continues to grow as a percentage of our overall net sales and, to a lesser extent, by seasonality in our international markets. Our third quarter sales are typically higher than other quarters. This seasonality means that a sequential quarter to quarter comparison may not be a good indication of our performance or of how we will perform in the future.

In addition to seasonal fluctuations, the demand for our products can fluctuate significantly based on a number of other factors, including general economic conditions, consumer confidence, the timing of new product introductions or price increases announced by us or our competitors and promotions we offer or offered by our competitors.

We may be adversely affected by fluctuations in exchange rates, which could affect our results of operations, the costs of our products and our ability to sell our products in foreign markets.

Approximately 35.1% of our net sales were generated outside of the United States for the three months ended March 31, 2013. As a multinational company, we conduct our business in a wide variety of currencies and are therefore subject to market risk for changes in foreign exchange rates. We use foreign exchange forward contracts to manage a portion of the exposure to the risk of the eventual net cash inflows and outflows resulting from foreign currency denominated transactions between our subsidiaries and their customers and suppliers, as well as among certain subsidiaries. The hedging transactions may not succeed in managing our foreign currency exchange rate risk.

Foreign currency exchange rate movements also create a degree of risk by affecting the U.S. dollar value of sales made and costs incurred in foreign currencies. We do not enter into hedging transactions to hedge this risk. Consequently, our reported earnings and financial position could fluctuate materially as a result of foreign exchange gains or losses. Should currency rates change sharply, our results could be negatively impacted.

We are subject to risks from our international operations, such as foreign exchange, tariff, tax inflation, increased costs, political risks and our ability to expand in certain international markets, which could impair our ability to compete and our profitability.

We are a global company, selling our products in approximately 80 countries worldwide. We generated approximately 35.1% of our net sales outside of the United States for the three months ended March 31, 2013, and we continue to pursue additional international opportunities. We also participate in international license and joint venture arrangements with independent third parties. Our international operations are subject to the customary risks of operating in an international environment, including complying with foreign laws and regulations and the potential imposition of trade or foreign exchange restrictions, tariffs and other tax increases, fluctuations in exchange rates, inflation and unstable political situations and labor issues. We are also limited in our ability to independently expand in certain international markets where we have granted licenses to manufacture and sell Sealy® bedding products. Our licensees in Australia, Jamaica and the United Kingdom have perpetual licenses, subject to limited termination rights. Our licensees in the Dominican Republic, the Bahamas, Continental European Union countries, Brazil, Israel, Japan, Saudi Arabia, South Africa and Thailand hold licenses with fixed terms with limited renewal rights. Fluctuations in the rate of exchange between the U.S. dollar and other currencies may affect our financial condition or results of operations.

If we are not able to protect our trade secrets or maintain our trademarks, patents and other intellectual property, we may not be able to prevent competitors from developing similar products or from marketing in a manner that capitalizes on our trademarks, and this loss of a competitive advantage could decrease our profitability and liquidity.

We rely on trade secrets to protect the design, technology and function of our products. To date, we have not sought U.S. or international patent protection for our principal product formula for TEMPUR® material and manufacturing processes. Accordingly, we may not be able to prevent others from developing viscoelastic

material and products that are similar to or competitive with our products. Our ability to compete effectively with other companies also depends, to a significant extent, on our ability to maintain the proprietary nature of our owned and licensed intellectual property. We own a significant number of patents on aspects of our products and have patent applications pending on aspects of our products and manufacturing processes. However, the principal product formula and manufacturing processes for our TEMPUR® material and our products are not patented and we must maintain these as trade secrets in order to protect this intellectual property. We own U.S. and foreign registered trade names and service marks and have applications for the registration of trade names and service marks pending domestically and abroad. We also license certain intellectual property rights from third parties.

Our trademarks are currently registered in the U.S. and registered or pending in foreign jurisdictions. However, those rights could be circumvented, or violate the proprietary rights of others, or we could be prevented from using them if challenged. A challenge to our use of our trademarks could result in a negative ruling regarding our use of our trademarks, their validity or their enforceability, or could prove expensive and time consuming in terms of legal costs and time spent defending against such a challenge. Any loss of trademark protection could result in a decrease in sales or cause us to spend additional amounts on marketing, either of which could decrease our liquidity and profitability. In addition, if we incur significant costs defending our trademarks, that could also decrease our liquidity and profitability. In addition, we may not have the financial resources necessary to enforce or defend our trademarks. Furthermore, our patents may not provide meaningful protection and patents may never issue from pending applications. It is also possible that others could bring claims of infringement against us, as our principal product formula and manufacturing processes are not patented, and that any licenses protecting our intellectual property could be terminated. If we were unable to maintain the proprietary nature of our intellectual property and our significant current or proposed products, this loss of a competitive advantage could result in decreased sales or increased operating costs, either of which would decrease our liquidity and profitability.

In addition, the laws of certain foreign countries may not protect our intellectual property rights and confidential information to the same extent as the laws of the U.S. or the European Union. Third parties, including competitors, may assert intellectual property infringement or invalidity claims against us that could be upheld. Intellectual property litigation, which could result in substantial cost to and diversion of effort by us, may be necessary to protect our trade secrets or proprietary technology, or for us to defend against claimed infringement of the rights of others and to determine the scope and validity of others' proprietary rights. We may not prevail in any such litigation, and if we are unsuccessful, we may not be able to obtain any necessary licenses on reasonable terms or at all.

An increase in our product return rates or an inadequacy in our warranty reserves could reduce our liquidity and profitability.

Part of our Tempur North America marketing and advertising strategy in certain Tempur North America channels focuses on providing up to a 90-day money back guarantee under which customers may return their mattress and obtain a refund of the purchase price. For the years ended December 31, 2012 and 2011, we had approximately $43.3 million and $46.7 million in returns for a return rate of approximately 4.5% and 4.6%, respectively, of our net sales in Tempur North America. As we expand our sales, our return rates may not remain within our historical levels. A downturn in general economic conditions may also increase our product return rates. An increase in return rates could significantly impair our liquidity and profitability.

We also currently provide our customers a 10-25 year warranty on mattresses and 2-3 year warranty on pillows. However, as we have released new products in recent years, many of which are fairly early in their product life cycles, we may still see significant warranty claims on products still under warranty. Also, in line with our strategy, as we continue to innovate to provide new products to our customers, we could be susceptible to unanticipated risks with our warranty claims, which could impair our liquidity and profitability.

Because not all of our products have been in use by our customers for the full warranty period, we rely on the combination of historical experience and product testing for the development of our estimate for warranty claims. However, our actual level of warranty claims could prove to be greater than the level of warranty claims we estimated based on our products' performance during product testing. If our warranty reserves are not adequate to cover future warranty claims, their inadequacy could have a material adverse effect on our liquidity and profitability.

We are vulnerable to interest rate risk with respect to our debt, which could lead to an increase in interest expense.

We are subject to interest rate risk in connection with the variable rate debt under our debt agreements. Interest rate changes could increase the amount of our interest payments and thus, negatively impact our future earnings and cash flows. We estimate that our annual interest expense on our floating rate indebtedness would increase by $12.5 million for each 1.0% increase in interest rates, after taking into consideration our interest rate swap.

Loss of suppliers and disruptions in the supply of our raw materials could increase our costs of sales and reduce our ability to compete effectively.

We acquire raw materials and certain components from a number of suppliers with manufacturing locations around the world. If we were unable to obtain raw materials and certain components from these suppliers, we would have to find replacement suppliers. Any substitute arrangements for raw materials and certain components might not be on terms as favorable to us. In addition, we outsource the procurement of certain goods and services, from suppliers in foreign countries. If we were no longer able to outsource through these suppliers, we could source it elsewhere, perhaps at a higher cost. In addition, if one of our major suppliers, or several of our suppliers, declare bankruptcy or otherwise cease operations, our supply chain could be materially disrupted. We maintain relatively small supplies of our raw materials and outsourced goods at our manufacturing facilities, and any disruption in the on-going shipment of supplies to us could interrupt production of our products, which could result in a decrease of our sales or could cause an increase in our cost of sales, either of which could decrease our liquidity and profitability.

We are dependent upon a single supplier for certain structural components and assembly of our Embody® and Optimum™ by Sealy Posturepedic® specialty product lines. These products are purchased under a supply agreement and are manufactured in accordance with proprietary designs jointly owned by us and the supplier. If we experience a loss or disruption in its supply of these products, we may have difficulty sourcing substitute components on favorable terms. In addition, any alternative source may impair product performance or require Sealy to alter the manufacturing process relating to these products, which could have an adverse effect on its, and therefore our, profitability.

We rely significantly on information technology and any failure, inadequacy, interruption or security lapse of that technology could harm our ability to effectively operate our business.

Our ability to effectively manage our business depends significantly on our information systems. The failure of our current systems, or future upgrades, to operate effectively or to integrate with other systems, or a breach in security of these systems could cause reduced efficiency of our operations, and remediation of any such failure, problem or breach could reduce our liquidity and profitability.

Certain of Sealy's systems are dated and require significant upgrades. Sealy depends on accurate and timely information and numerical data from key software applications to aid its day-to-day business, financial reporting and decision making and, in many cases, aged and custom designed software is necessary to operate its bedding plants. Sealy has put in place disaster recovery plans for its critical systems. Sealy is, however, dependent on certain key personnel and consultants as these applications are no longer supported by the vendor. Any disruptions caused by the failure of these systems could adversely impact Sealy's day-to-day business and decision making and could have a material adverse effect on its performance. We plan to integrate Sealy into our information systems but could suffer disruptions during such process.

Unexpected equipment failures, delays in deliveries or catastrophic loss delays may lead to production curtailments or shutdowns.

We manufacture and distribute products to our customers from our network of manufacturing facilities located around the world. An interruption in production capabilities at any of these manufacturing facilities as a result of equipment failure could result in our inability to produce our products, which would reduce our net sales and earnings for the affected period. In addition, we generally deliver our products only after receiving the order from the customer or the retailer, and in certain facilities, on a just-in-time basis, and thus do not hold significant levels of inventories. In the event of a disruption in production at any of our manufacturing facilities, even if only temporary, or if we experience delays as a result of events that are beyond our control, delivery times could be severely affected. For example, a third party carrier could potentially be unable to deliver our products within acceptable time periods due to a labor strike or other disturbance in its business. Any significant delay in deliveries to our customers could lead to increased returns or cancellations and cause us to lose future sales. Any increase in freight charges could increase our costs of doing business and affect our profitability. We have introduced new distribution programs to increase our ability to deliver products on a timely basis, but if we fail to deliver products on a timely basis, we may lose sales which could decrease our liquidity and profitability. Our manufacturing facilities are also subject to the risk of catastrophic loss due to unanticipated events such as fires, explosions or violent weather conditions. Despite the fact that we maintain insurance covering the majority of these risks, we may in the future experience material plant shutdowns or periods of reduced production as a result of equipment failure, delays in deliveries or catastrophic loss.

The loss of the services of any members of our senior management team could impair our ability to execute our business strategy and as a result, reduce our sales and profitability.

We depend on the continued services of our senior management team. As we integrate and combine Sealy with our business, we expect that key senior management team members will leave the Company. The loss of key personnel could have a material adverse effect on our ability to execute our business strategy and on our financial condition and results of operations. We do not maintain key-person insurance for members of our senior management team.

Deterioration in labor relations could disrupt our business operations and increase our costs, which could decrease our liquidity and profitability.

As of March 31, 2013, we had approximately 6,400 full-time employees. Approximately 50.0% of our employees are represented by various labor unions with separate collective bargaining agreements or government labor union contracts for certain international locations. Our North American collective bargaining agreements, which are typically three years in length, expire at various times beginning in 2013 through 2015. Due to the large number of collective bargaining agreements, we are periodically in negotiations with certain of the unions representing its employees. We may at some point be subject to work stoppages by some of its employees and, if such events were to occur, there may be a material adverse effect on our operations and profitability. Further, we may not be able to renew our various collective bargaining agreements on a timely basis or on favorable terms, or at all. Any significant increase in our labor costs could decrease our liquidity and profitability and any deterioration of employee relations, slowdowns or work stoppages at any of our locations, whether due to union activities, employee turnover or otherwise, could result in a decrease in our net sales or an increase in our costs, either of which could decrease our liquidity and profitability.

We may face exposure to product liability claims, which could reduce our liquidity and profitability and reduce consumer confidence in our products.

We face an inherent business risk of exposure to product liability claims if the use of any of our products results in personal injury or property damage. In the event that any of our products prove to be defective, we may be required to recall, redesign or even discontinue those products. We maintain insurance against product liability

claims, but such coverage may not continue to be available on terms acceptable to us or be adequate for liabilities actually incurred. A successful claim brought against us in excess of available insurance coverage could impair our liquidity and profitability, and any claim or product recall that results in significant adverse publicity against us could result in consumers purchasing fewer of our products, which would also impair our liquidity and profitability.

Regulatory requirements, including, but not limited to, trade, environmental, health and safety requirements, may require costly expenditures and expose us to liability.

Our products and our marketing and advertising programs are and will continue to be subject to regulation in the U.S. by various federal, state and local regulatory authorities, including the Federal Trade Commission and the U.S. Food and Drug Administration. In addition, other governments and agencies in other jurisdictions regulate the sale and distribution of our products. These rules and regulations may change from time to time. Compliance with these regulations may have an adverse effect on our business. There may be continuing costs of regulatory compliance including continuous testing, additional quality control processes and appropriate auditing of design and process compliance. For example, the U.S. Consumer Product Safety Commission (“CSPC”) has adopted rules relating to fire retardancy standards for the mattress industry. We developed product modifications that allow us to meet these standards. Required product modifications have added cost to our products. Many foreign jurisdictions also regulate fire retardancy standards, and changes to these standards and changes in our products that require compliance with additional standards would raise similar risks. Further, some states and the U.S. Congress continue to consider open flame regulations for mattresses and bed sets or integral components that may be different or more stringent than the CPSC standard and we may be required to make different products for different states or change our processes or distribution practices nationwide. It is possible that some states’ more stringent standards, if adopted and enforceable, could make it difficult to manufacture a cost effective product in those jurisdictions and compliance with proposed new rules and regulations may increase our costs, alter our manufacturing processes and impair the performance of our products. As we abide by certain new open flame regulations, our products and processes may be governed more rigorously by certain state and federal environmental and health and safety standards as well as the provisions of California Proposition 65 (the Safe Drinking Water and Toxic Enforcement Act of 1986) and 16 CFR Part 1633 (Standard for the Flammability (Open Flame) of Mattress Sets).

Our marketing and advertising practices could also become the subject of proceedings before regulatory authorities or the subject of claims by other parties and could require us to alter or end these practices or adopt new practices that are not as effective or are more expensive. In addition, we are subject to federal, state and local laws and regulations relating to pollution, environmental protection and occupational health and safety. We may not be in complete compliance with all such requirements at all times. We have made and will continue to make capital and other expenditures to comply with environmental and health and safety requirements. If a release of hazardous substances occurs on or from our properties or any associated offsite disposal location, or if contamination from prior activities is discovered at any of our properties, we may be held liable and the amount of such liability could be material. As a manufacturer of bedding and related products, we use and dispose of a number of substances, such as glue, lubricating oil, solvents and other petroleum products, as well as certain foam ingredients, that may subject us to regulation under numerous foreign, federal and state laws and regulations governing the environment. Among other laws and regulations, we are subject in the United States to the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act and related state and local statutes and regulations.

Our operations could also be impacted by a number of pending legislative and regulatory proposals to address greenhouse gas emissions in the U.S. and other countries. Certain countries including Denmark, where we have a manufacturing facility, have adopted the Kyoto Protocol. Negotiations for a treaty that would succeed the Kyoto Protocol are ongoing, and this and other international initiatives under consideration could affect our International operations. These actions could increase costs associated with our operations, including costs for raw materials, pollution control equipment and transportation. Because it is uncertain what laws will be enacted, we cannot predict the potential impact of such laws on our future consolidated financial condition, results of operations, or cash flows.

We have made and will continue to make capital and other expenditures to comply with environmental and health and safety requirements. With respect to the acquisition of Sealy, we could incur costs related to certain remediation activities. Under various environmental laws, we may be held liable for the costs of remediating releases of hazardous substances at any properties currently or previously owned or operated by us or at any site to which we have sent or may send hazardous substances for disposal. In particular, Sealy is currently addressing the clean-up of environmental contamination at its former facility in South Brunswick, New Jersey and is awaiting additional information regarding an environmental condition at a former inactive facility located in Putnam, Connecticut, and expects to continue to incur significant costs to address the clean-up of these facilities. In the event of an adverse development or decision by one or more of the governing environmental authorities, additional contamination being discovered with respect to these or other properties or any third parties bringing claims related to these or other properties, these or other matters could have a material effect on our profitability.

Challenges to our pricing policies could adversely affect our operations.

Certain of our retail pricing policies are subject to antitrust regulations in the U.S. and abroad. If antitrust regulators in any jurisdiction in which we do business initiate investigations into or challenge our pricing or advertising policies, our efforts to respond could force us to divert management resources and we could incur significant unanticipated costs. If such an investigation were to result in a charge that our practices or policies were in violation of applicable antitrust or other laws or regulations, we could be subject to significant additional costs of defending such charges in a variety of venues and, ultimately, if there were a finding that we were in violation of antitrust or other laws or regulations, there could be an imposition of fines, and damages for persons injured, as well as injunctive or other relief. Any requirement that we pay fines or damages could decrease our liquidity and profitability, and any investigation or claim that requires significant management attention or causes us to change our business practices could disrupt our operations or increase our costs, also resulting in a decrease in our liquidity and profitability. An antitrust class action suit against us could result in potential liabilities, substantial costs and the diversion of our management's attention and resources, regardless of the outcome.

Our pension plans are currently underfunded and will be required to make cash payments to the plans, reducing our available cash, and therefore our, business.

Upon the acquisition of Sealy, we now have noncontributory, defined benefit pension plans covering current and former hourly employees at four of Sealy's active plants and eight previously closed facilities as well as the employees of a facility of its Canadian operations. We record a liability associated with these plans equal to the excess of the benefit obligation over the fair value of plan assets. If the performance of the assets in these pension plans does not meet our expectations, or if other actuarial assumptions are modified, our future cash payments, and to the plans could be higher than expected. The domestic pension plan is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). Under ERISA, the Pension Benefit Guaranty Corporation ("PBGC"), has the authority to terminate an underfunded pension plan under limited circumstances. In the event our pension plan is terminated for any reason while it is underfunded, we will incur a liability to the PBGC that may be equal to the entire amount of the underfunding.

In addition, hourly employees working at certain of Sealy's domestic manufacturing facilities are covered by union sponsored retirement and health and welfare plans. These plans cover both active employees and retirees. If a participating employer ceases its contributions to the plan, the unfunded obligations of the plan allocable to the withdrawing employer may be borne by the remaining participant employers. Further, if we withdraw from a multi-employer pension plan in which it participate, we may be required to pay those plans an amount based on its allocable share of the underfunded status of the plan. Such events may significantly impair our profitability and liquidity.

The recently enacted U.S. federal legislation on healthcare reform and proposed amendments thereto could impact the healthcare benefits required to be provided by us and cause compensation costs to increase, potentially reducing our net income and adversely affecting cash flows.

The U.S. federal healthcare legislation enacted in 2010 and proposed amendments thereto contain provisions which could materially impact our future healthcare costs. While the legislation's ultimate impact is not yet known, it is possible that these changes could significantly increase our compensation costs which would reduce our net income and adversely affect cash flows.

Risks Related to the Sealy Acquisition

We may not be able to successfully integrate and combine Sealy with our business, which could cause our business to suffer.

Our acquisition of Sealy is significant, and we may not be able to successfully integrate and combine the operations, personnel and technology of Sealy with our operations. Because of the size and complexity of Sealy's business, if integration is not managed successfully by our management, we may experience interruptions in our business activities, a deterioration in our employee and customer relationships, increased costs of integration and harm to our reputation, all of which could have a material adverse effect on our business, financial condition and results of operations. We may also experience difficulties in combining corporate cultures, maintaining employee morale and retaining key employees. The integration may also impose substantial demands on our management. There is no assurance that improved operating results will be achieved as a result of the Sealy Acquisition or that the businesses of Sealy and the Company will be successfully integrated in a timely manner.

We may not realize the growth opportunities that are anticipated from our acquisition of Sealy.

The benefits we expect to achieve as a result of the Sealy Acquisition will depend, in part, on our ability to realize anticipated growth opportunities. Our success in realizing these growth opportunities, and the timing of this realization, depends on the successful integration of Sealy's business and operations with our business and operations. Even if we are able to integrate our business with Sealy's business successfully, this integration may not result in the realization of the full benefits of the growth opportunities we currently expect from this integration within the anticipated time frame or at all. While we anticipate that certain expenses will be incurred, such expenses are difficult to estimate accurately, and may exceed current estimates. In addition, certain retail customers of our combined companies could determine that the combined companies have too many slots in that retailer's stores, and cut back on the number of slots available for our products or otherwise promote competitors' products more aggressively, which could have a material adverse effect on the combined companies' sales and offset the synergies expected from the Sealy Acquisition. Accordingly, the benefits from the proposed acquisition may be offset by costs incurred or delays in integrating the companies, which could cause our revenue assumptions to be inaccurate.

We may not be able to achieve the full amount of cost synergies that are anticipated, or achieve the cost synergies on the schedule anticipated, from the Sealy Acquisition.

Although we currently expect to achieve in excess of $40.0 million of cost synergies by the third year after the Sealy Acquisition, inclusion of the projected cost synergies in this prospectus should not be viewed as a representation that we in fact will achieve these cost synergies by the third year or at all.

By 2015, we are currently targeting approximately 45.0% of synergies from consolidation of our and Sealy's product warehouses and distribution routes resulting in improved route efficiency and distribution integration, approximately 30.0% of synergies from increased purchasing, supply chain and manufacturing efficiencies, principally focused on duplicative efforts, such as lower cost sourcing and combined manufacturing costs as we seek to leverage our combined capabilities and consolidation of purchasing across products, and

approximately 25.0% of synergies from consolidation of various corporate expenses, including elimination of duplicative services and streamlining of corporate administration.

In order to identify areas for potential synergies, we have undertaken the following efforts:

- Senior management and functional area leaders have reviewed and continue to review functional areas across both our operations, on a standalone basis and on a combined basis;
- Senior management team members, together with outside consultants, conducted an analysis assessing areas of duplication and projected growth, determining projected synergy levels from the perspective of both senior management and functional area leaders; and
- Senior management teams conducted analyses to assess the cost savings opportunities related to distribution, supply chain, sourcing, manufacturing efficiencies and corporate expenses. For example, in the areas of distribution, each company assessed their respective costs to deliver mattresses and foundations on a per piece basis throughout their U.S. operations and the opportunity to leverage transportation capacity and improve service levels resulting in an anticipated substantial savings on a per piece delivery basis.

Through this process, we have identified targeted cost synergies in various operating functions including manufacturing and distribution. We continue to evaluate our estimates of cost synergies to be realized and refine them, so that our actual cost synergies could differ materially from our current estimates. Actual cost synergies, the expenses required to realize the cost synergies and the sources of the cost synergies could differ materially from these estimates, and we cannot assure you that we will achieve the full amount of cost synergies on the schedule anticipated or at all or that these cost synergy programs will not have other adverse effects on our business. In light of these significant uncertainties, you should not place undue reliance on our estimated cost synergies.

The assumption of unknown liabilities in the Sealy Acquisition may harm our financial condition and results of operations.

As a result of the Sealy Acquisition, we acquired Sealy subject to all of its liabilities, including contingent liabilities. If there are unknown obligations, our business could be materially and adversely affected. We may learn additional information about Sealy's business that adversely affects us, such as unknown liabilities, or issues that could affect our ability to comply with applicable laws. As a result, we cannot assure you that the acquisition of Sealy will be successful or will not, in fact, harm our business. Among other things, if Sealy's liabilities are greater than expected, or if there are material obligations of which we do not become aware until after the acquisition, our business could be materially and adversely affected. If we become responsible for substantial uninsured liabilities, such liabilities may have a material adverse effect on our financial condition and results of operations.

Provisions of Delaware law and our charter documents could delay or prevent an acquisition of us, even if the acquisition would be beneficial to you.

Provisions of Delaware law and our certificate of incorporation and by-laws could hamper a third party's acquisition of us, or discourage a third party from attempting to acquire control of us. You may not have the opportunity to participate in these transactions. These provisions could also limit the price that investors might be willing to pay in the future for shares of our common stock.

These provisions include:

- our ability to issue preferred stock with rights senior to those of the common stock without any further vote or action by the holders of our common stock;
- the requirements that our stockholders provide advance notice when nominating our directors; and

- the inability of our stockholders to convene a stockholders' meeting without the chairperson of the board, the president, or a majority of the board of directors first calling the meeting.

Our historical and pro forma combined financial information may not be representative of our results as a combined company.

The pro forma combined financial information included and incorporated by reference in this prospectus is constructed from the consolidated financial statements of Tempur-Pedic and the consolidated financial statements of Sealy and does not purport to be indicative of the financial information that will result from operations of the combined companies. In addition, the pro forma combined financial information included in this prospectus is based in part on certain assumptions regarding the Sealy Acquisition that we believe are reasonable. We cannot assure you that our assumptions will prove to be accurate over time. Accordingly, the historical and pro forma combined financial information included and incorporated by reference in this prospectus does not purport to be indicative of what our results of operations and financial condition would have been had we been a combined entity during the periods presented, or what our results of operations and financial condition will be in the future. The challenge of integrating previously independent businesses makes evaluating our business and our future financial prospects difficult. Our potential for future business success and operating profitability must be considered in light of the risks, uncertainties, expenses and difficulties typically encountered by recently combined companies.

We will incur significant transaction and integration costs in connection with the Sealy Acquisition.

We have incurred and expect to incur additional significant costs associated with completing the Sealy Acquisition and integrating the operations of the two companies. The substantial majority of these costs will be non-recurring expenses resulting from the Sealy Acquisition and will consist of transaction costs related to the Sealy Acquisition, facilities and systems consolidation costs and employment-related costs. Additional unanticipated costs may be incurred in the integration of our businesses. Although we expect that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the businesses, may offset incremental transaction and acquisition costs over time, this net benefit may not be achieved in the near term, or at all.

As part of the Sealy Acquisition, we assumed a portion of the Sealy's 8% Senior Secured Third Lien Convertible Notes due 2016 ("8% Sealy Notes"), which could impact our liquidity, and increases our leverage and risk of default.

In conjunction with the Sealy Acquisition, Sealy's obligations under its 8.0% Senior Secured Third Lien Convertible Notes due 2016 (the "8.0% Sealy Notes") were amended. As a result of the Sealy Acquisition, the 8.0% Sealy Notes became convertible solely into cash, in an amount that declined slightly every day during the Make-Whole Period (as defined under the Supplemental Indenture governing the 8.0% Sealy Notes) that followed the Sealy Acquisition, and then became fixed thereafter. The Make-Whole Period effectively expired on April 12, 2013. As of April 12, 2013, approximately 83.0% of all the 8.0% Sealy Notes outstanding prior to the Sealy Acquisition were converted into cash and paid to the holders. Holders of the 8.0% Sealy Notes who converted on March 19, 2013 received approximately $2,325.43 per $1,000 Accreted Principal Amount of the 8.0% Sealy Notes being converted. The holders of the 8.0% Sealy Notes who convert after April 12, 2013 will receive $2,200 per $1,000 Accreted Principal Amount of the 8.0% Sealy Notes being converted. Holders of the 8.0% Sealy Notes can convert their 8.0% Sealy Notes at any time, and if a holder of the 8.0% Sealy Notes exercises conversion rights, we will be obligated to pay this cash amount due on conversion within three business days, and conversion of a significant amount of the 8.0% Sealy Notes within a short time period could have a material adverse impact on our liquidity.

The Company calculated the preliminary fair value of the remaining 8.0% Sealy Notes as part of its preliminary purchase price allocation by first calculating the future payout of the remaining 17.0% aggregate
principal amount of the 8.0% Sealy Notes still outstanding and the cumulative semi-annual interest payments at

the July 15, 2016 maturity, and then calculated the present value using a market discount rate, which resulted in a fair value of $96.2 million at March 31, 2013. The resulting discount will be accreted to interest expense over the life of the 8.0% Sealy Notes using the effective interest method.

The 8.0% Sealy Notes mature on July 15, 2016 and bear interest at 8.0% per annum accruing semi-annually in arrears on January 15 and July 15 of each year. Sealy does not pay interest in cash to the holders of the 8.0% Sealy Notes, but instead increases the principal amount of the 8.0% Sealy Notes by an amount equal to the accrued interest for the interest period then ended ("Paid-In-Kind" or "PIK interest"). The amount of the accrued interest for each interest period is calculated on the basis of the accreted principal amount as of the first day of such interest period. PIK interest accrued on the most recent interest period then ended on the 8.0% Sealy Notes converted between interest payment dates is forfeited.

All material negative covenants (apart from the lien covenant and related collateral requirements) were eliminated from the Supplemental Indenture governing the 8.0% Sealy Notes, as well as certain events of default and certain other provisions. In addition, Tempur-Pedic International Inc. and its non-Sealy subsidiaries do not provide any guarantees of any obligations with respect to the 8.0% Sealy Notes.

Risks Related to the Notes

We will have a substantial amount of indebtedness, which may adversely affect our cash flow and our ability to operate our business.

As of March 31, 2013, we had total outstanding debt of approximately $1,997.9 million. Our level of indebtedness could have important consequences for you, including:

- increasing our vulnerability to adverse economic, industry or competitive developments;
- requiring a substantial portion of cash flow from operations to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our ability to use our cash flow to fund our operations, capital expenditures and future business opportunities;
- making it more difficult for us to satisfy our obligations with respect to the notes;
- restricting us from making strategic acquisitions or investments or causing us to make non-strategic divestitures;
- limiting our ability to obtain additional financing for working capital, capital expenditures, product development, debt service requirements, acquisitions and general corporate or other purposes;
- limiting our flexibility in planning for, or reacting to, changes in our business or the industry in which we operate, placing us at a competitive disadvantage compared to our competitors who are less highly leveraged and who therefore, may be able to take advantage of opportunities that our leverage prevents us from exploiting; and
- exposing us to variability in interest rates, as a substantial portion of our indebtedness will be variable rate.

Despite our substantial indebtedness level, we and our subsidiaries will still be able to incur significant additional amounts of debt, which could further exacerbate the risks associated with our substantial indebtedness.

We may be able to incur substantial additional indebtedness in the future. Although the indenture governing the notes contains restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of significant qualifications and exceptions, and under certain circumstances, the amount of

indebtedness that could be incurred in compliance with these restrictions could be substantial. If new debt is added to our existing debt levels, the related risks that we now face would increase. In addition, the indenture governing the notes will not prevent us from incurring obligations that do not constitute indebtedness under the indenture.

Our indenture contains restrictions that will limit our flexibility in operating our business.

The indenture governing the notes contains various covenants that limit our ability to engage in specified types of transactions. These covenants will limit us and our restricted subsidiaries' ability to, among other things:

- incur additional indebtedness or provide guarantees in respect of obligations of other persons;
- pay dividends on, repurchase or make distributions in respect of our capital stock or make other restricted payments;
- prepay, redeem or repurchase debt;
- make loans, investments and capital expenditures;
- sell or otherwise dispose of certain assets;
- incur liens;
- engage in sale and leaseback transactions;
- restrict dividends, loans or asset transfers from our subsidiaries;
- consolidate, merge, sell or otherwise dispose of all or substantially all of our assets;
- enter into a new or different line of business; and
- enter into certain transactions with our affiliates.

A breach of any of these covenants could result in a default under the indenture. In addition, any debt agreements we enter into in the future may further limit our ability to enter into certain types of transactions. In addition, the restrictive covenants in our Credit Facilities require us to maintain specific financial ratios and satisfy other financial condition tests. Our ability to meet those financial ratios and tests can be affected by events beyond our control, and we cannot assure you that we will meet them. A breach of any of these covenants could result in a default under our Credit Facilities. Moreover, the occurrence of a default under our Credit Facilities could result in an event of default under our other indebtedness including these notes. Upon the occurrence of an event of default under our Credit Facilities, the lenders could elect to declare all amounts outstanding under our Credit Facilities to be immediately due and payable and terminate all commitments to extend further credit. Even if we are able to obtain new financing, it may not be on commercially reasonable terms, or terms that are acceptable to us. See "Description of Other Indebtedness."

If we default on our obligations to pay our indebtedness we may not be able to make payments on the notes.

Any default under the agreements governing our indebtedness, including a default under our Credit Facilities that is not waived by the required lenders, and the remedies sought by the holders of such indebtedness, could make us unable to pay principal, premium, if any, and interest on the notes and substantially decrease the market value of the notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium (if any) and interest on our indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness (including covenants in our indenture and our Credit Facilities), we could be in default under the terms of the agreements governing such indebtedness, including our Credit Facilities and our indenture. In the event of such default, the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest, the lenders under our Credit Facilities could elect to terminate their commitments thereunder and cease making further loans

and institute foreclosure proceedings against our assets and we could be forced into bankruptcy or liquidation. If our operating performance declines, we may in the future need to obtain waivers from the required lenders under our Credit Facilities to avoid being in default. If we breach our covenants under our Credit Facilities and seek a waiver, we may not be able to obtain a waiver from the required lenders. If this occurs, we would be in default under our Credit Facilities, the lenders could exercise their rights, as described above, and we could be forced into bankruptcy or liquidation. See “Description of Other Indebtedness” and “Description of Exchange Notes.”

We may not be able to generate sufficient cash to service the notes or our other indebtedness, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and operating performance, which are subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We may not be able to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on the notes or our other indebtedness.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, or to sell assets, seek additional capital or restructure or refinance the notes or our other indebtedness. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. The terms of the indenture governing the notes and existing or future debt instruments, including the Credit Facilities, may restrict us from adopting some of these alternatives. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations.

The notes will be unsecured and will be effectively subordinated to our and the guarantors’ senior secured indebtedness.

Our obligations under the notes and the guarantors’ obligations under the guarantees of the notes will not be secured by any of our or our subsidiaries’ assets. Our borrowings under our Credit Facilities and the related guarantees are secured by a pledge of substantially all of our and the guarantors’ assets. As a result, the notes and the guarantees will be effectively subordinated to all of our and the guarantors’ secured indebtedness and other obligations to the extent of the value of the assets securing such obligations. At March 31, 2013, we and the guarantors had outstanding approximately $1,597.1 million of secured debt that would have ranked effectively senior to the notes to the extent of the value of the collateral securing such debt. In addition, the indenture governing the notes will permit us and our subsidiaries to incur additional secured indebtedness, subject to certain restrictions. If we and the guarantors were to become insolvent or otherwise fail to make payments on the notes, holders of our and the guarantors’ secured obligations would be paid first and would receive payments from the assets securing such obligations before the holders of the notes would receive any payments. Holders of the notes will participate ratably with all holders of our unsecured indebtedness that is deemed to be of the same class as the notes, our outstanding convertible notes, and all of our other general creditors, based upon the respective amounts owed to each holder or creditor, in our remaining assets. You therefore may not be fully repaid in the event we become insolvent or otherwise fail to make payments on the notes.

The notes and the guarantees will be structurally subordinated to indebtedness and other liabilities of our non-guarantor subsidiaries.

Our foreign subsidiaries, immaterial subsidiaries, and subsidiaries that own no material assets other than stock of foreign subsidiaries will not guarantee the notes. The notes and the guarantees will be structurally subordinated to the indebtedness and other liabilities of any non-guarantor subsidiary and holders of the notes will not have any claim as a creditor against any non-guarantor subsidiary. Accordingly, claims of holders of the notes will be structurally subordinated to the claims of creditors of these non-guarantor subsidiaries, including trade creditors. All obligations of our non-guarantor subsidiaries will have to be satisfied before any of the assets of such

subsidiaries would be available for distribution, upon a liquidation or otherwise, to us or a guarantor of the notes. In addition, subject to certain limitations, the indenture governing the notes permits non-guarantor subsidiaries to incur additional indebtedness and does not limit their ability to incur liabilities not constituting indebtedness.

Our non-guarantor subsidiaries, on a pro forma basis, generated approximately 35.1% and 70.1% of our consolidated net sales and operating income, respectively, for the three months ended March 31, 2013 and, as of March 31, 2013, had $401.7 million in total assets (excluding goodwill and intangible assets) and $589.2 million in total outstanding liabilities (excluding intercompany liabilities).

We may not be able to repurchase the notes upon a change of control.

Upon the occurrence of specific kinds of change of control events, we will be required to offer to repurchase all outstanding notes at 101% of their principal amount plus accrued and unpaid interest. The source of funds for any such purchase of the notes will be our available cash or cash generated from our and our subsidiaries' operations or other sources, including borrowings, sales of assets or sales of equity. We may not be able to repurchase the notes upon a change of control because we may not have sufficient financial resources to purchase all of the notes that are tendered upon a change of control. Accordingly, we may not be able to satisfy our obligations to purchase the notes unless we are able to obtain financing. Our failure to repurchase the notes upon a change of control would cause a default under the indenture governing the notes.

In addition, the change of control provisions in the indenture may not protect you from certain important corporate events, such as a leveraged recapitalization (which would increase the level of our indebtedness), reorganization, restructuring, merger or other similar transaction, unless such transaction constitutes a "Change of Control" under the indenture. Such a transaction may not involve a change in voting power or beneficial ownership or, even if it does, may not involve a change that constitutes a "Change of Control" as defined in the indenture that would trigger our obligation to repurchase the notes. Therefore, if an event occurs that does not constitute a "Change of Control" as defined in the indenture, we will not be required to make an offer to repurchase the notes and you may be required to continue to hold your notes despite the event. See "Description of Exchange Notes—Repurchase at the Option of Holders Upon a Change of Control."

If the ratings of the notes are lowered or withdrawn, the market value of the notes could decrease.

Our credit ratings are an assessment by rating agencies of our ability to pay our debts when due. Consequently, real or anticipated changes in our credit ratings will generally affect the market value of the notes. Credit ratings are not recommendations to purchase, hold or sell the notes, and may be revised or withdrawn at any time. Additionally, credit ratings may not reflect the potential effect of risks relating to the structure or marketing of the notes.

Any future lowering of our ratings likely would make it more difficult or more expensive for us to obtain additional debt financing. If any credit rating initially assigned to the notes is subsequently lowered or withdrawn for any reason, you may not be able to resell your notes without a substantial discount.

Federal and state fraudulent transfer laws permit a court to void the notes and the guarantees, and, if that occurs, you may not receive any payments on the notes.

The issuance of the notes and the guarantees may be subject to review under federal and state fraudulent transfer and conveyance statutes. While the relevant laws may vary from state to state, under such laws the payment of consideration will be a fraudulent conveyance if (i) we paid the consideration with the intent of hindering, delaying or defrauding creditors or (ii) we or any of our guarantors, as applicable, received less than reasonably equivalent value or fair consideration in return for issuing either the notes or a guarantee and, in the case of (ii) only, one of the following is also true:

- we or any of our guarantors were insolvent or rendered insolvent by reason of the incurrence of the indebtedness; or

- payment of the consideration left us or any of our guarantors with an unreasonably small amount of capital to carry on the business; or
- we or any of our guarantors intended to, or believed that we or it would, incur debts beyond our or its ability to pay as they mature.

If a court were to find that the issuance of the notes or a guarantee was a fraudulent conveyance, the court could void the payment obligations under the notes or such guarantee or subordinate the notes or such guarantee to presently existing and future indebtedness of ours or such guarantor, or require the holders of the notes to repay any amounts received with respect to the notes or such guarantee. In the event of a finding that a fraudulent conveyance occurred, you may not receive any repayment on the notes. Further, the voidance of the notes could result in an event of default with respect to our other debt and that of our guarantors that could result in acceleration of such debt.

Generally, an entity would be considered insolvent if at the time it incurred indebtedness:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all its assets; or
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts and liabilities, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

We cannot be certain as to the standards a court would use to determine whether or not we or the guarantors were solvent at the relevant time, or regardless of the standard that a court uses, that the issuance of the notes and the guarantees would not be subordinated to our or any guarantor's other debt.

If the guarantees were legally challenged, any guarantee could also be subject to the claim that, since the guarantee was incurred for our benefit, and only indirectly for the benefit of the guarantor, the obligations of the applicable guarantor were incurred for less than fair consideration. A court could thus void the obligations under the guarantees, subordinate them to the applicable guarantor's other debt or take other action detrimental to the holders of the notes.

Because each guarantor's liability under its guarantees may be reduced to zero, avoided or released under certain circumstances, you may not receive any payments from some or all of the guarantors.

You have the benefit of the guarantees of the guarantors. However, the guarantees by the guarantors are limited to the maximum amount that the guarantors are permitted to guarantee under applicable law. As a result, a guarantor's liability under its guarantee could be reduced to zero, depending upon the amount of other obligations of such guarantor. Further, under the circumstances discussed more fully above, a court under federal and state fraudulent conveyance and transfer statutes could void the obligations under a guarantee or further subordinate it to all other obligations of the guarantor. In addition, you will lose the benefit of a particular guarantee if it is released under certain circumstances described under "Description of Exchange Notes—Note Guaranties."

Risks Relating to the Exchange Offer

If you fail to exchange your Original Notes, they will continue to be restricted securities and may become less liquid.

Original Notes that you do not tender or that we do not accept will, following the exchange offer, continue to be restricted securities, and you may not offer to sell them except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities law. We will issue Exchange Notes in exchange for the Original Notes pursuant to the exchange offer only following the satisfaction of the procedures and conditions set forth in "The Exchange Offer–Procedures for Tendering." These procedures and conditions include timely receipt by the exchange agent of such Original Notes (or a confirmation of book-entry transfer) and of a properly completed and duly executed letter of transmittal (or an agent's message from the DTC).

Because we anticipate that most holders of Original Notes will elect to exchange their Original Notes, we expect that the liquidity of the market for any Original Notes remaining after the completion of the exchange offer will be substantially limited. Any Original Notes tendered and exchanged in the exchange offer will reduce the aggregate principal amount of the Original Notes outstanding. In addition, following the exchange offer, if you do not tender your Original Notes you generally will not have any further registration rights, and your Original Notes will continue to be subject to certain transfer restrictions. Accordingly, the liquidity of the market for the Original Notes could be adversely affected.

If you are a broker-dealer, your ability to transfer the Exchange Notes may be restricted.

A broker-dealer that acquired the Original Notes for its own account as a result of market-making activities or other trading activities must comply with the prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. Our obligation to make this prospectus available to broker-dealers is limited. Consequently, we cannot guarantee that a proper prospectus will be available to broker-dealers wishing to resell their Exchange Notes.

Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the notes.

The Exchange Notes are a new issue of securities for which there is no established public market. We do not intend to have the Original Notes or any Exchange Notes listed on a national securities exchange or to arrange for quotation on any automated dealer quotation systems. Therefore, we cannot assure you as to the development or liquidity of any trading market for the Original Notes or the Exchange Notes. The liquidity of any market for the Exchange Notes will depend on a number of factors, including:

- the number of holders of notes;
- our operating performance and financial condition;
- our ability to complete the offer to exchange the Original Notes for the Exchange Notes;
- the market for similar securities;
- the interest of securities dealers in making a market in the notes; and
- prevailing interest rates.

USE OF PROCEEDS

The exchange offer is intended to satisfy our obligations under the registration rights agreement. We will not receive any proceeds from the exchange offer. The net proceeds from the offering of Original Notes were approximately $366.0 million, after expenses of the offering. We used the net proceeds from the offering of the Original Notes, together with borrowings under the Credit Facilities, to fund the Sealy Acquisition, repay, defease or redeem substantially all existing indebtedness of Tempur-Pedic and Sealy and pay fees and expenses related thereto.

In consideration for issuing the Exchange Notes as contemplated by this prospectus, we will receive the Original Notes in like principal amount. The Original Notes surrendered and exchanged for the Exchange Notes will be retired and cancelled and cannot be reissued.

RATIO OF EARNINGS TO FIXED CHARGES

The following table presents our ratio of earnings to fixed charges for the periods presented.

($ in millions)

	Supplemental Pro Forma Information [1]		Tempur-Pedic Historical					
	Three Months Ended March 31,	Year Ended December 31,	Three Months Ended March 31,	Years Ended December 31,				
	2013	2012	2013	2012	2011	2010	2009	2008
Income before income taxes	$ 28.5	$ 215.1	$ 14.9	$ 229.2	$ 328.4	$ 230.9	$ 128.0	$ 107.4
Fixed Charges:								
Interest expense and amortization of debt discount and financing cost	27.7	108.8	27.9	18.8	11.9	14.5	17.3	25.1
Estimate of the interest within the rental expense	1.5	6.4	0.1	0.4	0.5	0.3	0.4	0.5
Total Fixed Charges	29.2	115.2	$ 28.0	$ 19.2	$ 12.4	$ 14.8	$ 17.7	$ 25.6
Income Before Income Taxes and Fixed Charges	$ 67.7	$ 330.3	$ 42.90	$248.40	$340.80	$245.70	$145.70	$133.00
Ratio of Earnings to Fixed Charges [2]	2.3x	2.9x	1.5x	12.9x	27.5x	16.6x	8.2x	5.2x

(1) The supplemental pro forma information has been adjusted to give pro forma affect to the Transactions, which were completed on March 18, 2013, as if they had occurred on January 1, 2012 in the case of the supplemental pro forma information for the year ended December 31, 2012, and as if they had occurred on January 1, 2013 in the case of the pro forma supplemental information for the three months ended March 31, 2013. The supplemental pro forma financial information gives effect to events that are directly related to the Transactions, are expected to have a continuing impact, and are factually supportable. For more information regarding the pro forma amounts and adjustments, please refer to the unaudited pro forma combined condensed financial data included as Exhibit 99.3 to Tempur-Pedic's Current Report on Form 8-K/A filed on June 3, 2013, which is incorporated into this prospectus by reference.

(2) For purposes of computer the ratios of earnings to fixed charges, "earnings" consist of earnings from income before income taxes plus fixed charges, including capitalized interest. "Fixed charges" consist of interest incurred on indebtedness including: capitalized interest, amortization of debt expenses and portion of rental expense under operating leases deemed to be the equivalent of interest. Ratios of earnings to fixed charges are calculated above.

DESCRIPTION OF OTHER INDEBTEDNESS

Credit Facilities

In conjunction with the closing of the Sealy Acquisition, we entered into senior secured credit facilities among us, Tempur-Pedic Management, LLC, Tempur-Pedic North America LLC and Tempur Production USA LLC, each as a borrower, the guarantors thereof, the lenders and Bank of America, N.A., as administrative agent, swingline lender and L/C issuer. Bank of America, N.A., Barclays Bank PLC, J.P. Morgan Securities LLC, Wells Fargo Securities, LLC and Fifth Third Bank, as joint lead arrangers and joint bookrunning managers. A portion of the proceeds from the initial borrowings under our senior secured credit facilities, together with the proceeds from the issuance of the Original Notes and cash on hand of the borrowers and the guarantors, were used to finance the Sealy Acquisition, to repay certain outstanding indebtedness of Sealy, to repay the existing senior secured credit facilities of Tempur-Pedic Management, LLC and to pay certain fees and expenses related to the Transactions.

The senior secured credit facilities originally were comprised of (i) a revolving credit facility of $350.0 million, (ii) a term A facility of $550.0 million and (iii) a term B facility of $870.0 million. Following an amendment to reprice the term B facility, the term B facility was reduced to $742.8 million. The revolving credit facility includes a sublimit for letters of credit and swingline loans, subject to certain conditions and limits. The revolving credit facility and the term A facility will mature on the fifth anniversary of the closing, and the term B facility will mature on the seventh anniversary of the closing.

Our senior secured credit facilities also will allow us, subject to the satisfaction of certain conditions, to request one or more incremental term loan facilities and/or increase commitments under the revolving credit facility.

Borrowings under the senior secured credit facilities bear interest, at our election, at either (i) LIBOR plus the applicable margin or (ii) Base Rate plus the applicable margin. For the revolving credit facility and the term A facility, (a) the initial applicable margin for LIBOR advances is currently 3.00% per annum and the initial applicable margin for Base Rate advances is currently 2.00% per annum, and (b) following the delivery of financial statements for the first full fiscal quarter after closing, such applicable margins will be determined by a pricing grid based on the consolidated total net leverage ratio of Tempur-Pedic. The term B facility applicable margin is currently 2.75% per annum for LIBOR advances and 1.75% per annum for Base Rate advances.

We are required to pay an unused commitment fee, which is currently 0.50% per annum and which may step down to 0.375% per annum if the consolidated total net leverage ratio is less than or equal to 3.50:1.00. Such unused commitment fee is payable quarterly in arrears and on the date of termination or expiration of the commitments under the revolving credit facility. We will also pay customary letter of credit issuance and other fees under the senior secured credit facilities.

During the continuance of a payment or bankruptcy event of default, interest will accrue on overdue principal and interest amounts at a rate of 2.0% in excess of the rate otherwise applicable to such loan (or, for any other overdue amount, at a rate of 2.0% in excess of the rate otherwise applicable to Base Rate loans under the term B facility).

Principal amounts outstanding under the revolving credit facility are due and payable in full at the final maturity date of the revolving credit facility.

The term A facility is required to be repaid in equal quarterly installments as follows: (i) 1.25% per quarter of the amended aggregate principal amount of the term A facility in each of the first two years following the closing date and (ii) 2.50% per quarter of the original aggregate principal amount of the term A facility in each year thereafter, with the balance payable at the final maturity date of the term A facility.

The term B facility is required to be repaid in equal quarterly installments equal to 0.25% per quarter of the original aggregate principal amount of the term B facility, with the balance payable at the final maturity date of the term B facility.

We may, subject to LIBOR breakage costs, make voluntary prepayments of any amounts outstanding under the senior secured credit facilities at any time. The revolving credit facility and the term A facility may be voluntarily prepaid without any premium. If the term B facility is repaid, prepaid, refinanced or replaced in connection with a repricing of the term B facility (or a refinancing that results in lower pricing) at any time prior to May 16, 2014, there is a prepayment premium of 1.0% of the amounts so repaid, prepaid, refinanced or replaced under the term B facility.

The term A facility and the term B facility are required to be prepaid with:

- 100.0% of the net cash proceeds from (i) dispositions, insurance proceeds and condemnation awards received by us or any of our subsidiaries, subject to baskets, reinvestment provisions and other exceptions; and (ii) the issuance or incurrence of debt by us or any of our subsidiaries after the closing, subject to baskets and other specified exceptions; and
- 50.0% of the excess cash flow for each fiscal year, subject to step-downs to 25% and 0% (based on the consolidated total net leverage ratio) and certain exceptions.

Obligations under the senior secured credit facilities are guaranteed by our existing and future direct and indirect wholly-owned domestic subsidiaries, subject to certain exceptions; and the senior secured credit facilities are secured by first priority perfected security interests (subject to certain permitted liens) in substantially all our assets and the assets of each subsidiary guarantor, whether owned as of the closing or thereafter acquired, including a first priority pledge of 100.0% of the equity interests of each subsidiary guarantor that is a domestic entity (subject to certain exceptions) and 65.0% of the voting equity interests of any direct first tier foreign entity owned by a subsidiary, a borrower, or subsidiary guarantor.

The senior secured credit facilities require compliance with certain financial covenants providing for maintenance of a minimum consolidated interest coverage ratio and maintenance of a maximum consolidated total net leverage ratio.

The senior secured credit facilities contain certain customary negative covenants, which include limitations on liens, investments, indebtedness, dispositions, mergers and acquisitions, the making of restricted payments, changes in the nature of business, changes in fiscal year, transactions with affiliates, use of proceeds, prepayments of indebtedness, entry into burdensome agreements and changes to governing documents and other junior financing documents.

The senior secured credit facilities also contain certain customary affirmative covenants and events of default, including upon a change of control.

Existing Sealy Notes

2014 Notes

On or about March 18, 2013, Sealy Mattress Company called for redemption its 8.25% Senior Subordinated Notes due 2014. The redemption date of the 2014 Notes was April 22, 2013 and 100% of the 2014 Notes were redeemed.

Senior Notes

On or about March 11, 2013, Sealy Mattress Company called for redemption its 10.875% Senior Secured Notes due 2016. The redemption date of the Senor Notes was April 15, 2013 and 100% of the Senior Notes were redeemed.

Convertible Notes

In conjunction with the Sealy Acquisition, Sealy's obligations under the 8.0% Sealy Notes were amended. As a result of the Sealy Acquisition, the 8.0% Sealy Notes became convertible solely into cash, in an amount that declined slightly every day during the Make-Whole Period (as defined under the Supplemental Indenture governing the 8.0% Sealy Notes) that followed the Sealy Acquisition, and then became fixed thereafter. The Make-Whole Period effectively expired on April 12, 2013. As of April 12, 2013, approximately 83.0% of all the 8.0% Sealy Notes outstanding prior to the Sealy Acquisition were converted into cash and paid to the holders. Holders of the 8.0% Sealy Notes who converted on March 19, 2013 received approximately $2,325.43 per $1,000 Accreted Principal Amount of the 8.0% Sealy Notes being converted.

Holders of the 8.0% Sealy Notes can convert their 8.0% Sealy Notes at any time, and if a holder of the 8.0% Sealy Notes exercises conversion rights, we will be obligated to pay this cash amount due on conversion within three business days, and conversion of a significant amount of the 8.0% Sealy Notes within a short time period could have a material adverse impact on our liquidity. The Company calculated the preliminary fair value of the remaining 8.0% Sealy Notes as part of its preliminary purchase price allocation by first calculating the future payout of the remaining 17.0% aggregate principal amount of the 8.0% Sealy Notes still outstanding and the cumulative semi-annual interest payments at the July 15, 2016 maturity, and then calculated the present value using a market discount rate, which resulted in a fair value of $96.2 million at March 31, 2013. The resulting discount will be accreted to interest expense over the life of the 8.0% Sealy Notes using the effective interest method.

The 8.0% Sealy Notes mature on July 15, 2016 and bear interest at 8.0% per annum accruing semi-annually in arrears on January 15 and July 15 of each year. Sealy does not pay interest in cash to the holders of the 8.0% Sealy Notes, but instead increases the principal amount of the 8.0% Sealy Notes by an amount equal to the accrued interest for the interest period then ended PIK interest. The amount of the accrued interest for each interest period is calculated on the basis of the accreted principal amount as of the first day of such interest period. PIK interest accrued on the most recent interest period then ended on the 8.0% Sealy Notes converted between interest payment dates is forfeited.

All material negative covenants (apart from the lien covenant and related collateral requirements) were eliminated from the Supplemental Indenture governing the 8.0% Sealy Notes, as well as certain events of default and certain other provisions. In addition, Tempur-Pedic and its non-Sealy subsidiaries do not provide any guarantees of any obligations with respect to the 8.0% Sealy Notes.

DESCRIPTION OF EXCHANGE NOTES

You can find the definitions of capitalized terms used in this description and not defined elsewhere under the subheading "Definitions." In this description, the words "Company," "we," "us" and "our" refer only to Tempur Sealy International, Inc. and not to any of its subsidiaries.

The Company issued the Original Notes and will issue the Exchange Notes under an indenture, dated as of December 19, 2012, among the Company, the Guarantors party thereto, as Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee. The following summary of certain provisions of the indenture and the notes does not purport to be complete and is subject to, and qualified in its entirety by reference to, the provisions of the indenture and the notes, including the definitions of certain terms therein and those terms made a part thereof by reference to the Trust Indenture Act of 1939, as amended.

The following description is a summary of the material provisions of the indenture and the escrow agreement. It does not restate the indenture or the escrow agreement in their entirety. We urge you to read the indenture and the escrow agreement in their entirety because these documents, and not this description, define your rights as a holder of the notes. A copy of the indenture is available without charge upon request to the Company at the address indicated under "Where You Can Find More Information."

Unless the context otherwise requires, references to "notes" in this "Description of Notes" include the Original Notes, which were not registered under the Securities Act, and the Exchange Notes offered hereby, which have been registered under the Securities Act. The Exchange Notes will be treated as part of the same class and series as the Original Notes and the terms of the Exchange Notes are identical to the terms of the Original Notes, except that the Exchange Notes are registered under the Securities Act and the transfer restrictions and registration rights and related additional interest provisions applicable to the Original Notes do not apply to the Exchange Notes.

Principal, Maturity and Interest

On December 19, 2012, we issued $375.0 million in initial aggregate principal amount of notes under the indenture and, subject to compliance with the covenant described under "—Certain Covenants—Limitation on Debt," can issue an unlimited amount of additional notes at later dates.

Any additional notes that we issue in the future will be identical in all respects to the notes that we are issuing now, except that the notes issued in the future will have different issuance prices and issuance dates; provided that if the additional notes are not fungible with the notes for U.S. federal income tax purposes, the additional notes will be issued with a separate CUSIP number. We will issue notes only in fully registered form without coupons, in a minimum denomination of $2,000 and integral multiples of $1,000 in excess thereof.

The notes are senior unsecured obligations of the Company, ranking equally in right of payment with all of our existing and future unsubordinated indebtedness.

The notes will mature on December 15, 2020.

Interest on the notes will accrue at a rate of 6.875% per annum. Interest on the notes will be payable semi-annually in arrears on June 15 and December 15, commencing on June 15, 2013. We will pay interest to those persons who were holders of record on the May 31 or November 30 immediately preceding each interest payment date.

Interest on the notes will accrue from the most recent date on which interest on the notes has been paid or, if no interest has been paid, from December 19, 2012. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

The notes are denominated in U.S. dollars and all payments of principal and interest thereon will be paid in U.S. dollars.

Ranking

The notes will be senior unsecured obligations of the Company and will be guaranteed by each of the Company's Domestic Restricted Subsidiaries that guarantees or is a borrower under the Credit Agreement. The notes will rank equally with or senior to all Debt of the Company and the Guarantors, but will be effectively junior to all secured Debt, including our obligations under the Credit Agreement, to the extent of the value of the assets securing such Debt. As of March 31, 2013, the Company and the Guarantors had $1,597.1 million of secured Debt, and an additional $241.6 million available for borrowing under the Credit Agreement. Subject to the limits described under "—Certain Covenants—Limitation on Debt" and "—Certain Covenants—Limitation on Liens," the Company and its Restricted Subsidiaries may Incur additional secured Debt.

The Company's Foreign Restricted Subsidiaries will not guarantee the notes. Claims of creditors of non-guarantor subsidiaries, including trade creditors, and creditors holding debt and guarantees issued by those subsidiaries, and claims of preferred stockholders (if any) of those subsidiaries generally will have priority with respect to the assets and earnings of those subsidiaries over the claims of creditors of the Company, including holders of the notes. The notes and each Note Guaranty (as defined below) therefore will be effectively subordinated to creditors (including trade creditors) and preferred stockholders (if any) of subsidiaries of the Company (other than the Guarantors). As of March 31, 2013, the total book liabilities of the Company's subsidiaries (other than the Guarantors) were approximately $589.2 million, including trade payables but excluding intercompany liabilities. Although the indenture limits the Incurrence of Debt of Restricted Subsidiaries, the limitation is subject to a number of significant exceptions. Moreover, the indenture does not impose any limitation on the Incurrence by Restricted Subsidiaries of liabilities that are not considered Debt under the indenture. See "—Certain Covenants—Limitation on Debt."

Optional Redemption

Except as set forth in the next two paragraphs, the notes will not be redeemable at the option of the Company prior to December 15, 2016. Starting on that date, the Company may redeem all or any portion of the notes, at once or over time, after giving the required notice under the indenture. The notes may be redeemed at the redemption prices set forth below, plus accrued and unpaid interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). The following prices are for notes redeemed during the 12-month period commencing on December 15 of the years set forth below, and are expressed as percentages of principal amount:

Redemption Year	Price
2016	103.438%
2017	101.719%
2018 and thereafter	100.000%

At any time and from time to time, prior to December 15, 2015, the Company may redeem up to a maximum of 35% of the original aggregate principal amount of the notes (including additional notes, if any) with the proceeds of one or more Equity Offerings, at a redemption price equal to 106.875% of the principal amount thereof, plus accrued and unpaid interest thereon, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date); *provided*, *however*, that after giving effect to any redemption of this kind, at least 65% of the original aggregate principal amount of notes (including additional notes, if any) remains outstanding. Any redemption of this kind shall be made within 90 days of such Equity Offering upon not less than 30 and no more than 60 days' prior notice.

In addition, the Company may choose to redeem all or any portion of the notes, at once or over time, prior to December 15, 2016. If it does so, it may redeem the notes after giving the required notice under the indenture. To redeem the notes, the Company must pay a redemption price equal to the sum of:

(a) 100% of the principal amount of the notes to be redeemed, plus

(b) the Applicable Premium,

plus accrued and unpaid interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Any notice to holders of notes of such a redemption needs to include the appropriate calculation of the redemption price, but does not need to include the redemption price itself. The actual redemption price, calculated as described above, must be set forth in an Officers' Certificate delivered to the trustee no later than two business days prior to the redemption date.

Sinking Fund

There will be no mandatory sinking fund payments for the notes.

Note Guaranties

The obligations of the Company pursuant to the notes, including any repurchase obligation resulting from a Change of Control, will be unconditionally guaranteed, jointly and severally, on an unsecured basis, by each Domestic Restricted Subsidiary of the Company that guarantees or is a borrower under the Credit Agreement. If any Restricted Subsidiary (including any newly acquired or created Domestic Restricted Subsidiary) becomes a borrower or guarantor under the Credit Agreement after the date of the indenture, the new Restricted Subsidiary must provide a guaranty of the notes (a "Note Guaranty").

Each Note Guaranty will be limited to the maximum amount that would not render the Guarantor's obligations subject to avoidance under applicable fraudulent conveyance provisions of the United States Bankruptcy Code or any comparable provision of state law. By virtue of this limitation, a Guarantor's obligation under its Note Guaranty could be significantly less than amounts payable with respect to the notes, or a Guarantor may have effectively no obligation under its Note Guaranty. See "Risk Factors—Risks Related to the Notes—Because each guarantor's liability under its guarantees may be reduced to zero, avoided or released under certain circumstances, you may not receive any payments from some or all of the guarantors."

The Note Guaranty of a Guarantor will terminate upon:

(1) a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the Property of the Guarantor (other than to the Company or a Restricted Subsidiary) otherwise permitted by the indenture;

(2) the release of such Guarantor's guarantee of the obligations under the Credit Agreement other than a discharge through payment thereon;

(3) the designation in accordance with the indenture of the Guarantor as an Unrestricted Subsidiary; or

(4) defeasance or discharge of the notes, as provided in "—Defeasance and Discharge."

Repurchase at the Option of Holders Upon a Change of Control

Upon the occurrence of a Change of Control, each holder of notes will have the right to require us to repurchase all or any part of that holder's notes pursuant to the offer described below (the "Change of Control

Offer") at a purchase price (the "Change of Control Purchase Price") equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the purchase date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Within 30 days following any Change of Control, the Company shall send or cause to be sent by first-class mail (or electronic transmission in the case of notes held in book-entry form), with a copy to the trustee, to each holder of notes, at such holder's address appearing in the security register, a notice stating:

(1) that a Change of Control has occurred and a Change of Control Offer is being made pursuant to the covenant described herein under "—Repurchase at the Option of Holders Upon a Change of Control" and that all notes timely tendered will be accepted for repurchase;

(2) the Change of Control Purchase Price and the purchase date, which shall be, subject to any contrary requirements of applicable law, a business day no earlier than 30 days nor later than 60 days from the date such notice is mailed; and

(3) the procedures that holders of notes must follow in order to tender their notes (or portions thereof) for payment, and the procedures that holders of notes must follow in order to withdraw an election to tender notes (or portions thereof) for payment.

We will not be required to make a Change of Control Offer following a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by us and purchases all notes validly tendered and not withdrawn under such Change of Control Offer or (2) notice of redemption has been given pursuant to the indenture to redeem all of the notes, as described above under the caption "—Optional Redemption," unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, conditioned upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

We will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the covenant described above, we will comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under this covenant by virtue of such compliance.

The Change of Control repurchase feature is a result of negotiations between us and the initial purchasers of the Original Notes. The Company has no present intention to engage in a transaction involving a Change of Control, although it is possible that we would decide to do so in the future. Subject to the covenants described below, we could, in the future, enter into transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the indenture, but that could increase the amount of Debt outstanding at such time or otherwise affect our capital structure or credit ratings.

The definition of Change of Control includes a phrase relating to the sale, transfer, assignment, lease, conveyance or other disposition of "all or substantially all" of our assets. Although there is a developing body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, if we dispose of less than all of our assets by any of the means described above, the ability of a holder of notes to require us to repurchase its notes may be uncertain.

The Credit Agreement restricts us in certain circumstances from purchasing any notes prior to maturity of the notes and also provides that the occurrence of some of the events that would constitute a Change of Control would constitute a default under the Credit Agreement. Future Debt of the Company may contain prohibitions of certain events which would constitute a Change of Control or require that future Debt be repurchased upon a

Change of Control. We cannot assure you that sufficient funds will be available when necessary to make any required repurchases. Our failure to purchase notes in connection with a Change of Control would result in a default under the indenture. Any such default would, in turn, constitute a default under the Credit Agreement, and may constitute a default under any of our future Debt as well. Our obligation to make an offer to repurchase the notes as a result of a Change of Control may be waived or modified at any time prior to the occurrence of that Change of Control with the written consent of the holders of a majority in principal amount of the notes. See "—Amendments and Waivers."

Certain Covenants

Set forth below are summaries of certain of the covenants contained in the indenture.

Covenant Suspension

During any period of time that:

(a) the notes have Investment Grade Ratings from both Rating Agencies, and

(b) no Default or Event of Default has occurred and is continuing under the indenture,

the Company and the Restricted Subsidiaries will not be subject to the following provisions of the indenture:

- "—Limitation on Debt,"
- "—Limitation on Restricted Payments,"
- "—Limitation on Asset Sales,"
- "—Limitation on Restrictions on Distributions from Restricted Subsidiaries,"
- clause (x) of the third paragraph (and as referred to in the first paragraph) of "—Designation of Restricted and Unrestricted Subsidiaries," and
- clause (e) of the first paragraph of "—Merger, Consolidation and Sale of Property"

(collectively, the "Suspended Covenants"). Solely for the purpose of determining the amount of Permitted Liens under the "—Limitation on Liens" covenant during any Suspension Period (as defined below) and without limiting the Company's or any Restricted Subsidiary's ability to Incur Debt during any Suspension Period, to the extent that calculations in the "—Limitation on Liens" covenant refer to the "—Limitation on Debt" covenant, such calculations shall be made as though the "—Limitation on Debt" covenant remains in effect during the Suspension Period. In the event that the Company and the Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the second preceding sentence and, subsequently, one or both of the Rating Agencies withdraws its ratings or downgrades the ratings assigned to the notes below the required Investment Grade Ratings or a Default or Event of Default occurs and is continuing (the date of such ratings withdrawal or downgrade or the occurrence of such Default or Event of Default, the "Reversion Date"), then the Company and the Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants for all periods after that withdrawal, downgrade, Default or Event of Default and, furthermore, compliance with the provisions of the covenant described in "—Limitation on Restricted Payments" with respect to Restricted Payments made after the time of the withdrawal, downgrade, Default or Event of Default will be calculated in accordance with the terms of that covenant as though that covenant had been in effect during the entire period of time from the Issue Date, *provided* that there will not be deemed to have occurred a Default or Event of Default with respect to that covenant during the time (the "Suspension Period") that the Company and the Restricted Subsidiaries were not subject to the Suspended Covenants (or after that time based solely on events that occurred during that time). The Company will give the trustee written notice of any such suspension of covenants and in any event not later than five business days after such suspension has occurred. In the absence of such notice, the trustee shall assume that the Suspended Covenants are in full force and effect.

On the Reversion Date, all Debt Incurred during the Suspension Period will be classified to have been Incurred pursuant to clause (1) of the first paragraph or one of the clauses set forth in the second paragraph of the covenant described under "—Limitation on Debt" (to the extent such Debt would be permitted to be Incurred thereunder as of the Reversion Date and after giving effect to Debt Incurred prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Debt would not be permitted to be Incurred pursuant to clause (1) of the first paragraph or one of the clauses set forth in the second paragraph of the covenant described under "—Limitation on Debt," such Debt will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (k) of the second paragraph of the covenant described under "—Limitation on Debt." For purposes of determining compliance with the covenant described under "—Limitation on Asset Sales," on the Reversion Date, the Net Available Cash from all Asset Sales not applied in accordance with the covenant will be deemed to be reset to zero. The Company will give the trustee written notice of any occurrence of a Reversion Date not later than five business days after such Reversion Date. After any such notice of the occurrence of a Reversion Date, the trustee shall assume that the Suspended Covenants apply and are in full force and effect.

Limitation on Debt

The Company shall not, and shall not permit any Restricted Subsidiary to, Incur, directly or indirectly, any Debt unless, after giving effect to the application of the proceeds thereof, no Default or Event of Default would occur as a consequence of the Incurrence or be continuing following the Incurrence and either:

(1) the Debt is Debt of the Company or a Guarantor and after giving effect to the Incurrence of the Debt and the application of the proceeds thereof, the Consolidated Fixed Charges Coverage Ratio would be greater than 2.00 to 1.00, or

(2) the Debt is Permitted Debt.

The term "Permitted Debt" is defined to include the following:

(a) Debt of the Company evidenced by the notes offered hereby;

(b) Debt of the Company or a Restricted Subsidiary (x) Incurred under any Credit Facilities or (y) Incurred by a Receivables Entity in a Qualified Receivables Transaction that is not recourse to the Company or any other Restricted Subsidiary of the Company (except for Standard Securitization Undertakings), *provided* that the aggregate principal amount of all Debt Incurred under this clause (b) at any one time outstanding shall not exceed the greater of:

(1) $2.124 billion, which amount shall be permanently reduced by the amount of Net Available Cash from an Asset Sale used to Repay Debt Incurred pursuant to this clause (b), pursuant to the covenant described under "—Limitation on Asset Sales," and

(2) the sum of the amounts equal to:

(A) 60% of the book value of the inventory of the Company and the Restricted Subsidiaries, and

(B) 85% of the book value of the accounts receivable of the Company and the Restricted Subsidiaries (including any Receivables Entity that is a Restricted Subsidiary),

in the case of each of clauses (A) and (B) as of the most recently ended quarter of the Company for which financial statements of the Company are required to be provided pursuant to "SEC Reports";

(c) Debt of the Company owing to and held by any Restricted Subsidiary and Debt of a Restricted Subsidiary owing to and held by the Company or any Restricted Subsidiary; *provided*, *however*, that (1) any subsequent issue or transfer of Capital Stock or other event that results in any Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of that Debt (except to

the Company or a Restricted Subsidiary) shall be deemed, in each case, to constitute the Incurrence of that Debt by the issuer thereof, and (2) if the Company is the obligor on that Debt, the Debt is expressly subordinated to the prior payment in full in cash of all obligations with respect to the notes;

(d) Debt of a Restricted Subsidiary outstanding on the date on which that Restricted Subsidiary was acquired by the Company or otherwise became a Restricted Subsidiary (other than Debt Incurred as consideration in, or to provide all or any portion of the funds or credit support utilized to consummate, a transaction or series of transactions pursuant to which the Restricted Subsidiary became a Restricted Subsidiary of the Company or was otherwise acquired by the Company); *provided* that at the time that Person was acquired by the Company or otherwise became a Restricted Subsidiary and after giving effect to the Incurrence of that Debt, (i) the Company would have been able to Incur $1.00 of additional Debt pursuant to clause (1) of the first paragraph of this covenant or (ii) the Consolidated Fixed Charges Coverage Ratio would have been greater than or equal to such ratio immediately prior to such transaction;

(e) Debt Incurred as consideration in, or to provide all or any portion of the funds or credit support utilized to consummate, a transaction or series of transactions pursuant to which a Person became a Restricted Subsidiary of the Company or was otherwise acquired by the Company; *provided* at the time that Person was acquired by the Company or otherwise became a Restricted Subsidiary and after giving effect to the Incurrence of that Debt, the Company would have been able to Incur $1.00 of additional Debt pursuant to clause (1) of the first paragraph of this covenant;

(f) Debt under Interest Rate Agreements entered into by the Company or a Restricted Subsidiary for the purpose of limiting interest rate risk in the financial management of the Company or that Restricted Subsidiary and not for speculative purposes, *provided* that the obligations under those agreements are related to payment obligations on Debt otherwise permitted by the terms of this covenant;

(g) Debt under Currency Exchange Protection Agreements entered into by the Company or a Restricted Subsidiary for the purpose of limiting currency exchange rate risks in the financial management of the Company or that Restricted Subsidiary and not for speculative purposes;

(h) Debt under Commodity Price Protection Agreements entered into by the Company or a Restricted Subsidiary in the financial management of the Company or that Restricted Subsidiary and not for speculative purposes;

(i) Debt in connection with one or more standby letters of credit or performance or surety bonds or completion guarantees issued by the Company or a Restricted Subsidiary in the ordinary course of business or pursuant to self-insurance obligations and not in connection with the borrowing of money or the obtaining of advances or credit;

(j) Debt arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, Incurred in connection with the disposition of any business, assets or Capital Stock of a Subsidiary, other than Guarantees of Debt Incurred by any Person acquiring all or any portion of such business, assets or Capital Stock; *provided*, *however*, that the maximum aggregate liability in respect of all such Debt shall at no time exceed the gross proceeds actually received by the Company or such Restricted Subsidiary in connection with such disposition;

(k) Debt of (i) the Company and its Restricted Subsidiaries outstanding on the Issue Date and (ii) Sealy and its Subsidiaries outstanding on the Escrow Release Date permitted under the Sealy Merger Agreement (if the gross proceeds of this offering are placed in an Escrow Account because the Sealy Acquisition does not close on the same date as the closing of this offering), in each case not otherwise described in clauses (a) through (j) above;

(l) Debt of the Company or a Restricted Subsidiary in an aggregate principal amount outstanding at any one time not to exceed the greater of $100.0 million and 14% of the Company's Consolidated Net Tangible Assets (as calculated at the time of Incurrence);

(m) (i) Debt of one or more Foreign Restricted Subsidiaries in an aggregate principal amount outstanding at any one time not to exceed $75.0 million and (ii) Debt of one or more Foreign Restricted Subsidiaries incurred to satisfy the Danish Tax Assessment;

(n) Debt of the Company or a Restricted Subsidiary Incurred (i) in respect of Capital Lease Obligations and Purchase Money Debt (including Debt Incurred pursuant to a Real Estate Financing Transaction, a Sale and Leaseback Transaction or an Equipment Financing Transaction), *provided* that the principal amount of any Debt Incurred pursuant to this clause may not exceed (x) $100.0 million less (y) the aggregate outstanding amount of Permitted Refinancing Debt Incurred to refinance Debt Incurred pursuant to this clause and (ii) in respect of a Sale and Leaseback Transaction with respect to the new headquarters of the Company in Lexington, Kentucky;

(o) Debt of the Company or any Guarantor consisting of Guarantees of Debt of the Company or any Restricted Subsidiary Incurred under any other clause of this covenant;

(p) Debt Incurred to finance the acquisition, construction, installation of fixtures and equipment for the Company's new headquarters in Lexington, Kentucky, in an aggregate principal amount, together with any Permitted Refinancing Debt Incurred in respect thereof, not to exceed $20.0 million;

(q) Debt under the industrial revenue bond financing for the Company's real property and fixtures located in Albuquerque, New Mexico (the "*Albuquerque IRB Financing*") in an aggregate principal amount not to exceed $100,000 and any refinancings, refundings, renewals and extensions thereof; and

(r) Permitted Refinancing Debt Incurred in respect of Debt Incurred pursuant to clause (1) of the first paragraph of this covenant and clauses (a), (d), (e), (k) (*provided* that the Convertible Notes and the Sealy Repaid Debt may not be Refinanced pursuant to this clause (r)), (n) and (p) above or this clause (r).

For purposes of determining compliance with any restriction on the Incurrence of Debt in dollars where Debt is denominated in a different currency, the amount of such Debt will be the Dollar Equivalent determined on the date of such determination, *provided* that if any such Debt denominated in a different currency is subject to a Currency Exchange Protection Agreement (with respect to dollars) covering principal amounts payable on such Debt, the amount of such Debt expressed in euros will be adjusted to take into account the effect of such agreement. The principal amount of any Permitted Refinancing Debt Incurred in the same currency as the Debt being refinanced will be the Dollar Equivalent of the Debt refinanced determined on the date such Debt being refinanced was initially Incurred. Notwithstanding any other provision of this covenant, for purposes of determining compliance with this "Limitation on Debt" covenant, increases in Debt solely due to fluctuations in the exchange rates of currencies will not be deemed to exceed the maximum amount that the Company or any Restricted Subsidiary may Incur under any of clauses (a) through (r) of this "Limitation on Debt" covenant.

For purposes of determining compliance with the covenant described above:

(A) in the event that an item of Debt meets the criteria of more than one of the types of Debt described above, the Company, in its sole discretion, will classify such item of Debt at the time of Incurrence and only be required to include the amount and type of such Debt in one of the above clauses; and

(B) the Company will be entitled to divide and classify and reclassify an item of Debt in more than one of the types of Debt described above; *provided* that Debt outstanding under the Credit Agreement on the Issue Date (or the Escrow Release Date if the gross proceeds of this offering are placed in an

Escrow Account because the Sealy Acquisition does not close on the same date as the closing of this offering) shall at all times be treated as Incurred under clause (b) above and may not be reclassified.

Limitation on Restricted Payments

The Company shall not make, and shall not permit any Restricted Subsidiary to make, directly or indirectly, any Restricted Payment if at the time of, and after giving effect to, the proposed Restricted Payment,

(a) a Default or Event of Default shall have occurred and be continuing,

(b) the Company could not Incur at least $1.00 of additional Debt pursuant to clause (1) of the first paragraph of the covenant described under "—Limitation on Debt," or

(c) the aggregate amount of that Restricted Payment and all other Restricted Payments declared or made after the Issue Date (the amount of any Restricted Payment, if made other than in cash, to be based upon Fair Market Value) would exceed an amount equal to the sum of:

(1) 50% of the aggregate amount of Consolidated Net Income accrued during the period (treated as one accounting period and including, for the avoidance of doubt, the Consolidated Net Income of Sealy and its Subsidiaries from and after the date such entities are acquired and become Restricted Subsidiaries) from September 30, 2012 to the end of the most recent fiscal quarter ending prior to the date of the Restricted Payment and for which reports are required to be provided under "SEC Reports" (or if the aggregate amount of Consolidated Net Income for such period shall be a deficit, minus 100% of such deficit), plus

(2) Capital Stock Sale Proceeds received after the Issue Date, plus

(3) the sum of:

(A) the aggregate net cash proceeds received by the Company or any Restricted Subsidiary from the issuance or sale after the Issue Date of convertible or exchangeable Debt that has been converted into or exchanged for Capital Stock (other than Disqualified Stock) of the Company, and

(B) the aggregate amount by which Debt of the Company or any Restricted Subsidiary is reduced on the Company's consolidated balance sheet on or after the Issue Date upon the conversion or exchange of any Debt issued or sold on or prior to the Issue Date that is convertible or exchangeable for Capital Stock (other than Disqualified Stock) of the Company,

excluding, in the case of clause (A) or (B):

(x) any Debt issued or sold to the Company or a Subsidiary of the Company or an employee stock ownership plan or trust established by the Company or any Subsidiary for the benefit of their employees, and

(y) the aggregate amount of any cash or other Property distributed by the Company or any Restricted Subsidiary upon any such conversion or exchange, plus

(4) an amount equal to the sum of:

(A) the net reduction in Investments in any Person other than the Company or a Restricted Subsidiary resulting from dividends, repayments of loans or advances or other transfers of Property made after the Issue Date, in each case to the Company or any Restricted Subsidiary from that Person, less the cost of the disposition of those Investments, and

(B) the lesser of the net book value or the Fair Market Value of the Company's equity interest in an Unrestricted Subsidiary at the time the Unrestricted Subsidiary is designated a Restricted Subsidiary (*provided* that such designation occurs after the Issue Date);

provided, *however*, that the foregoing sum shall not exceed, in the case of any Person, the amount of Investments previously made (and treated as a Restricted Payment) by the Company or any Restricted Subsidiary in that Person.

Notwithstanding the foregoing limitation, the Company may:

(a) pay dividends on its Capital Stock within 60 days of the declaration thereof if, on said declaration date, the dividends could have been paid in compliance with the indenture; *provided*, *however*, that the dividend shall be included in the calculation of the amount of Restricted Payments;

(b) purchase, repurchase, redeem, legally defease, acquire or retire for value Capital Stock of the Company or Subordinated Obligations in exchange for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Company (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary of the Company or an employee stock ownership plan or trust established by the Company or any Subsidiary for the benefit of their employees); *provided*, *however*, that

(1) the purchase, repurchase, redemption, legal defeasance, acquisition or retirement shall be excluded in the calculation of the amount of Restricted Payments, and

(2) the Capital Stock Sale Proceeds from the exchange or sale shall be excluded from the calculation pursuant to clause (c)(2) above;

(c) purchase, repurchase, redeem, legally defease, acquire or retire for value any Subordinated Obligations in exchange for, or out of the proceeds of the substantially concurrent sale of, Permitted Refinancing Debt; *provided*, *however*, that the purchase, repurchase, redemption, legal defeasance, acquisition or retirement shall be excluded in the calculation of the amount of Restricted Payments;

(d) pay scheduled dividends (not constituting a return on capital) on Disqualified Stock of the Company issued pursuant to and in compliance with the covenant described under "—Limitation on Debt";

(e) permit a Restricted Subsidiary that is not a Wholly Owned Subsidiary to pay dividends to shareholders of that Restricted Subsidiary that are not the parent of that Restricted Subsidiary, so long as the Company or a Restricted Subsidiary that is the parent of that Restricted Subsidiary receives dividends on a pro rata basis or on a basis that results in the receipt by the Company or a Restricted Subsidiary that is the parent of that Restricted Subsidiary of dividends or distributions of greater value than it would receive on a pro rata basis;

(f) make cash payments in lieu of fractional shares in connection with the exercise of warrants, options or other securities convertible into Capital Stock of the Issuer; *provided*, *however*, that such payments shall be excluded in the calculation of the amount of Restricted Payments;

(g) make repurchases of shares of common stock of the Company deemed to occur upon the exercise of options to purchase shares of common stock of the Company if such shares of common stock of the Company represent a portion of the exercise price of such options; *provided*, *however*, that such repurchases shall be excluded in the calculation of the amount of Restricted Payments;

(h) repurchase shares of, or options to purchase shares of, common stock of the Company from current or former officers, directors or employees of the Company or any of its Subsidiaries (or permitted transferees of such current or former officers, directors or employees), pursuant to the terms of agreements (including employment agreements) or plans approved by the Board of Directors under which such individuals acquire shares of such common stock; *provided*, *however*, that the aggregate amount of such repurchases shall not exceed $15.0 million in any calendar year (with unused amounts in any calendar year carried over to succeeding calendar years subject to a maximum of $30.0 million in any calendar year); and *provided further*, *however*, that such repurchases shall be excluded in the calculation of the amount of Restricted Payments;

(i) purchase, defease or otherwise acquire or retire for value any Subordinated Obligations upon a Change of Control of the Company or an Asset Sale by the Company, to the extent required by any agreement pursuant to which such Subordinated Obligations were issued, but only if the Company has previously made the offer to purchase notes required under "Repurchase at the Option of Holders Upon a Change of Control" or "—Limitation on Asset Sales"; *provided*, *however*, that such payments shall be included in the calculation of the amount of Restricted Payments;

(j) purchase, repurchase, redeem, legally defease, acquire or retire for value the 8.25% Senior Subordinated Notes due 2014 of Sealy Mattress Company, as issuer, outstanding on the Issue Date; *provided*, *however*, that such repurchases shall be excluded in the calculation of the amount of Restricted Payments; and

(k) make other Restricted Payments not to exceed $75.0 million in the aggregate.

Limitation on Liens

The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, Incur or suffer to exist, any Lien (other than Permitted Liens) upon any of its Property (including Capital Stock of a Restricted Subsidiary), whether owned at the Issue Date or thereafter acquired, or any interest therein or any income or profits therefrom, unless it has made or will make effective provision whereby the notes will be secured by that Lien equally and ratably with (or prior to) all other Debt of the Company or any Restricted Subsidiary secured by that Lien.

Limitation on Asset Sales

The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, consummate any Asset Sale unless:

(a) the Company or the Restricted Subsidiary receives consideration at the time of the Asset Sale at least equal to the Fair Market Value of the Property subject to that Asset Sale;

(b) at least 75% of the consideration paid to the Company or the Restricted Subsidiary in connection with the Asset Sale is in the form of cash or cash equivalents or the assumption by the purchaser of liabilities of the Company or any Restricted Subsidiary (other than liabilities that are by their terms subordinated to the notes) as a result of which the Company and the Restricted Subsidiaries are no longer obligated with respect to those liabilities; and

(c) the Company delivers an Officers' Certificate to the trustee certifying that the Asset Sale complies with the foregoing clauses (a) and (b).

For the purposes of this covenant:

(1) securities or other assets received by the Company or any Restricted Subsidiary from the transferee that are converted by the Company or such Restricted Subsidiary into cash within 180 days shall be considered to be cash to the extent of the cash received in that conversion;

(2) any cash consideration paid to the Company or the Restricted Subsidiary in connection with the Asset Sale that is held in escrow or on deposit to support indemnification, adjustment of purchase price or similar obligations in respect of such Asset Sale shall be considered to be cash;

(3) Productive Assets received by the Company or any Restricted Subsidiary in connection with the Asset Sale shall be considered to be cash; and

(4) the requirement that at least 75% of the consideration paid to the Company or the Restricted Subsidiary in connection with the Asset Sale be in the form of cash or cash equivalents or assumed

liabilities shall also be considered satisfied if the cash received constitutes at least 75% of the consideration received by the Company or the Restricted Subsidiary in connection with such Asset Sale, determined on an after-tax basis.

The Net Available Cash (or any portion thereof) from Asset Sales may be applied by the Company or a Restricted Subsidiary, to the extent the Company or the Restricted Subsidiary elects (or is required by the terms of any Debt):

(a) to Repay secured Debt of the Company or a Guarantor, or any Debt of a non-Guarantor Restricted Subsidiary (excluding, in any such case, any Debt that is owed to the Company or an Affiliate of the Company); or

(b) to reinvest in Additional Assets or Expansion Capital Expenditures (including by means of an Investment in Additional Assets or Expansion Capital Expenditures by a Restricted Subsidiary with Net Available Cash received by the Company or another Restricted Subsidiary);

provided, *however*, that the Net Available Cash (or any portion thereof) from Asset Sales from the Company to any Subsidiary must be reinvested in Additional Assets or Expansion Capital Expenditures of the Company.

Any Net Available Cash from an Asset Sale not applied in accordance with the preceding paragraph within 360 days from the date of the receipt of that Net Available Cash or that the Company earlier elects to so designate shall constitute "Excess Proceeds," *provided*, *however*, that a binding commitment to reinvest in Additional Assets or Expansion Capital Expenditures pursuant to clause (b) of the preceding paragraph shall be treated as a permitted application of the Net Available Cash from the date of such commitment; *provided* that (i) such reinvestment is consummated within 180 days of the end of the 360-day period referred to in this sentence, and (ii) if such reinvestment is not consummated within the period set forth in subclause (i) or such binding commitment is terminated, the Net Available Cash not so applied will be deemed to be Excess Proceeds.

When the aggregate amount of Excess Proceeds not previously subject to a Prepayment Offer (as defined below) exceeds $50.0 million (taking into account income earned on those Excess Proceeds, if any), the Company will be required to make an offer to purchase (the "Prepayment Offer") the notes, which offer shall be in the amount of the Allocable Excess Proceeds, on a pro rata basis according to principal amount, at a purchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the purchase date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), in accordance with the procedures (including prorating in the event of oversubscription) set forth in the indenture. To the extent that any portion of the amount of Net Available Cash remains after compliance with the preceding sentence and provided that all holders of notes have been given the opportunity to tender their notes for purchase in accordance with the indenture, the Company or such Restricted Subsidiary may use the remaining amount for any purpose permitted by the indenture and the amount of Excess Proceeds will be reset to zero.

The term "Allocable Excess Proceeds" will mean the product of:

(a) the Excess Proceeds, and

(b) a fraction,

(1) the numerator of which is the aggregate principal amount of the notes outstanding on the date of the Prepayment Offer, and

(2) the denominator of which is the sum of the aggregate principal amount of the notes outstanding on the date of the Prepayment Offer and the aggregate principal amount of other Debt of the Company outstanding on the date of the Prepayment Offer that is pari passu in right of payment with the notes and subject to terms and conditions in respect of Asset Sales

similar in all material respects to the covenant described hereunder and requiring the Company to make an offer to purchase that Debt at substantially the same time as the Prepayment Offer.

Not later than five business days after the Company is obligated to make a Prepayment Offer as described in the preceding paragraph, the Company shall send, or cause to be sent, a written notice, by first-class mail (or electronic transmission in the case of notes held in book-entry form), to the holders of notes, accompanied by information regarding the Company and its Subsidiaries as the Company in good faith believes will enable the holders to make an informed decision with respect to that Prepayment Offer. The notice shall state, among other things, the purchase price and the purchase date, which shall be, subject to any contrary requirements of applicable law, a business day no earlier than 30 days and no later than 60 days from the date the notice is mailed.

The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of notes pursuant to the covenant described hereunder. To the extent that the provisions of any securities laws or regulations conflict with provisions of the covenant described hereunder, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the covenant described hereunder by virtue thereof.

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or suffer to exist any consensual restriction on the right of any Restricted Subsidiary to:

(x) pay dividends, in cash or otherwise, or make any other distributions on or in respect of its Capital Stock, or pay any Debt or other obligation owed, to the Company or any other Restricted Subsidiary,

(y) make any loans or advances to the Company or any other Restricted Subsidiary, or

(z) transfer any of its Property to the Company or any other Restricted Subsidiary.

The foregoing limitations will not apply:

(1) with respect to clauses (x), (y) and (z), to restrictions:

(a) in effect on the Issue Date (or with respect to Sealy or any of its Subsidiaries, in effect on the Escrow Release Date),

(b) relating to Debt of a Restricted Subsidiary existing at the time it became a Restricted Subsidiary if such restriction was not created in connection with or in anticipation of the transaction or series of transactions pursuant to which that Restricted Subsidiary became a Restricted Subsidiary or was acquired by the Company,

(c) that result from the Refinancing of Debt Incurred pursuant to an agreement referred to in clause (1)(a) or (b) above or in clause (2)(a) or (b) below, *provided* that the restriction is no less favorable to the holders of notes in any material respect (as determined in good faith by the Company's Board of Directors) than the restrictions of the same type contained in the agreement evidencing the Debt so Refinanced,

(d) resulting from the Incurrence of any Permitted Debt described in the second paragraph of the covenant described under "—Limitation on Debt," *provided* that the restriction is no less favorable to the holders of notes in any material respect (as determined in good faith by the Company's Board of Directors) than the restrictions of the same type contained in the indenture,

(e) existing by reason of applicable law,

(f) constituting Standard Securitization Undertakings relating solely to, and restricting only the rights of, a Receivables Entity in connection with a Qualified Receivables Transaction, or

(g) existing pursuant to any Debt Incurred by a Foreign Restricted Subsidiary, which restrictions are customary for a financing of such type, and which are otherwise permitted under the indenture, *provided, however*, that the Company's Board of Directors determines in good faith that such restrictions are not reasonably likely to impair the Company's ability to make principal and interest payments on the notes; and

(2) with respect to clause (z) only, to restrictions:

(a) relating to Debt that is permitted to be Incurred and secured without also securing the notes pursuant to the covenants described under "—Limitation on Debt" and "—Limitation on Liens" that limit the right of the debtor to dispose of the Property securing that Debt,

(b) encumbering Property at the time the Property was acquired by the Company or any Restricted Subsidiary, so long as the restriction relates solely to the Property so acquired and was not created in connection with or in anticipation of the acquisition,

(c) resulting from customary provisions restricting subletting or assignment of leases or customary provisions in other agreements (including, without limitation, intellectual property licenses entered into in the ordinary course of business) that restrict assignment of the agreements or rights thereunder, or

(d) which are customary restrictions contained in asset sale agreements limiting the transfer of Property pending the closing of the sale.

Limitation on Transactions with Affiliates

The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, conduct any business or enter into or suffer to exist any transaction or series of transactions (including the purchase, sale, transfer, assignment, lease, conveyance or exchange of any Property or the rendering of any service) with, or for the benefit of, any Affiliate of the Company (an "Affiliate Transaction"), unless:

(a) the terms of such Affiliate Transaction are:

(1) set forth in writing, and

(2) no less favorable to the Company or that Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable arm's-length transaction with a Person that is not an Affiliate of the Company, and

(b) if the Affiliate Transaction involves aggregate payments or value in excess of $25.0 million, the Board of Directors (including a majority of the disinterested members of the Board of Directors) approves the Affiliate Transaction and, in its good faith judgment, believes that the Affiliate Transaction complies with clauses (a)(1) and (2) of this paragraph as evidenced by a Board Resolution promptly delivered to the trustee.

Notwithstanding the foregoing limitation, the Company or any Restricted Subsidiary may enter into or suffer to exist the following:

(a) any transaction or series of transactions between the Company and one or more Restricted Subsidiaries or between two or more Restricted Subsidiaries, *provided* that no more than 5% of the total voting power of the Voting Stock (on a fully diluted basis) of any such Restricted Subsidiary is owned by an Affiliate of the Company (other than a Restricted Subsidiary);

(b) any Restricted Payment permitted to be made pursuant to the covenant described under "—Limitation on Restricted Payments" or any Permitted Investment (other than under clauses (a) or (b) of the definition thereof);

(c) the payment of reasonable compensation (including amounts paid pursuant to employee benefit plans and equity incentive plans) for the personal services of, and related indemnities provided to, officers, directors and employees of the Company or any of the Restricted Subsidiaries;

(d) (i) reimbursement of employee travel and lodging costs and other business expenses incurred in the ordinary course of business and (ii) loans and advances to employees made in the ordinary course of business in compliance with applicable laws and consistent with the past practices of the Company or that Restricted Subsidiary, as the case may be, *provided* that those loans and advances do not exceed $20.0 million in the aggregate at any one time outstanding;

(e) any transaction effected as part of a Qualified Receivables Transaction or any transaction involving the transfer of accounts receivable of the type specified in the definition of "Credit Facilities" and permitted under clause (b) of the second paragraph of the covenant described under "—Limitation on Debt";

(f) any sale of shares of Capital Stock (other than Disqualified Stock) of the Company; and

(g) any agreement as in effect on the Issue Date (or with respect to Sealy or any of its Subsidiaries, in effect on the Escrow Release Date) or any amendment thereto (so long as such amendment is not materially adverse to the interests of the holders of the notes) or any transaction contemplated thereby.

Limitation on Sale and Leaseback Transactions

The Company shall not, and shall not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction with respect to any Property unless:

(a) the Company or that Restricted Subsidiary would be entitled to:

(1) Incur Debt in an amount equal to the Attributable Debt with respect to that Sale and Leaseback Transaction pursuant to the covenant described under "—Limitation on Debt," and

(2) create a Lien on the Property securing that Attributable Debt without also securing the notes pursuant to the covenant described under "—Limitation on Liens," and

(b) the Sale and Leaseback Transaction is effected in compliance with the covenant described under "—Limitation on Asset Sales."

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors may designate any Subsidiary of the Company to be an Unrestricted Subsidiary if:

(a) the Subsidiary to be so designated does not own any Capital Stock or Debt of, or own or hold any Lien on any Property of, the Company or any other Restricted Subsidiary, and

(b) any of the following:

(1) the Subsidiary to be so designated has total assets of $1,000 or less,

(2) if the Subsidiary has consolidated assets greater than $1,000, then the designation would be permitted under the covenant entitled "—Limitation on Restricted Payments," or

(3) the designation is effective immediately upon the entity becoming a Subsidiary of the Company.

Unless so designated as an Unrestricted Subsidiary, any Person that becomes a Subsidiary of the Company will be classified as a Restricted Subsidiary; *provided*, *however*, that the Subsidiary shall not be designated a Restricted Subsidiary and shall be automatically classified as an Unrestricted Subsidiary if either of the requirements set forth in clauses (x) and (y) of the second immediately following paragraph will not be satisfied after giving pro forma effect to the classification as a Restricted Subsidiary or if the Person is a Subsidiary of an Unrestricted Subsidiary.

Except as provided in the first sentence of the preceding paragraph, no Restricted Subsidiary may be redesignated as an Unrestricted Subsidiary. In addition, neither the Company nor any Restricted Subsidiary shall at any time be directly or indirectly liable for any Debt that provides that the holder thereof may (with the passage of time or notice or both) declare a default thereon or cause the payment thereof to be accelerated or payable prior to its Stated Maturity upon the occurrence of a default with respect to any Debt, Lien or other obligation of any Unrestricted Subsidiary in existence and classified as an Unrestricted Subsidiary at the time the Company or the Restricted Subsidiary is liable for that Debt (including any right to take enforcement action against that Unrestricted Subsidiary).

The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary if, immediately after giving pro forma effect to the designation,

(x) the Company could Incur at least $1.00 of additional Debt pursuant to clause (1) of the first paragraph of the covenant described under "— Limitation on Debt," and

(y) no Default or Event of Default shall have occurred and be continuing or would result therefrom.

Any designation or redesignation of this kind by the Board of Directors will be evidenced to the trustee by filing with the trustee a Board Resolution giving effect to the designation or redesignation and an Officers' Certificate that:

(a) certifies that the designation or redesignation complies with the foregoing provisions, and

(b) gives the effective date of the designation or redesignation, and the filing with the trustee to occur after the end of the fiscal quarter of the Company in which the designation or redesignation is made within the time period for which reports are required to be provided under "— SEC Reports."

Additional Note Guaranties

If any Domestic Restricted Subsidiary Guarantees or becomes an obligor under the Company's Credit Agreement following the Escrow Release Date, such Domestic Restricted Subsidiary shall promptly provide a Note Guaranty by executing and delivering to the trustee a supplemental indenture, pursuant to which such Guarantor shall Guarantee payment of the notes, and related Officers' Certificates and Opinions of Counsel.

Merger, Consolidation and Sale of Property

The Company

The Company shall not merge, consolidate or amalgamate with or into any other Person (other than a merger of a Wholly Owned Restricted Subsidiary into the Company) or sell, transfer, assign, lease, convey or otherwise dispose of all or substantially all its Property in any one transaction or series of transactions unless:

(a) the Company shall be the surviving Person (the "Surviving Person") or the Surviving Person (if other than the Company) formed by that merger, consolidation or amalgamation or to which that sale, transfer, assignment, lease, conveyance or disposition is made shall be a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia;

(b) the Surviving Person (if other than the Company) expressly assumes, by supplemental indenture in form satisfactory to the trustee, executed and delivered to the trustee by that Surviving Person, the due and punctual payment of the principal of, and premium, if any, and interest on, all the notes, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the indenture and the registration rights agreement to be performed by the Company;

(c) in the case of a sale, transfer, assignment, lease, conveyance or other disposition of all or substantially all the Property of the Company, that Property shall have been transferred as an entirety or virtually as an entirety to one Person;

(d) immediately before and after giving effect to that transaction or series of transactions on a pro forma basis (and treating, for purposes of this clause (d) and clause (e) below, any Debt that becomes, or is anticipated to become, an obligation of the Surviving Person or any Restricted Subsidiary as a result of that transaction or series of transactions as having been Incurred by the Surviving Person or the Restricted Subsidiary at the time of that transaction or series of transactions), no Default or Event of Default shall have occurred and be continuing;

(e) immediately after giving effect to that transaction or series of transactions on a pro forma basis, the Company or the Surviving Person, as the case may be, (i) would be able to Incur at least $1.00 of additional Debt under clause (1) of the first paragraph of the covenant described under "—Limitation on Debt" or (ii) the Consolidated Fixed Charges Coverage Ratio of the Company or the Surviving Person, as applicable, would be greater than or equal to such ratio immediately prior to such transaction, *provided*, *however*, that this clause (e) shall not be applicable to the Company merging, consolidating or amalgamating with or into an Affiliate incorporated solely for the purpose of reincorporating the Company in another State of the United States so long as the amount of Debt of the Company and the Restricted Subsidiaries is not increased thereby; and

(f) the Company shall deliver, or cause to be delivered, to the trustee, in form and substance reasonably satisfactory to the trustee, an Officers' Certificate and an Opinion of Counsel, each stating that the transaction and the supplemental indenture, if any, in respect thereto comply with this covenant and that all conditions precedent herein provided for relating to the transaction have been satisfied.

The Surviving Person shall succeed to, and be substituted for, and may exercise every right and power of the Company under the indenture, but the predecessor Company in the case of:

(a) a sale, transfer, assignment, conveyance or other disposition (unless that sale, transfer, assignment, conveyance or other disposition is of all the assets of the Company as an entirety or virtually as an entirety), or

(b) a lease,

shall not be released from any obligation to pay the principal of, premium, if any, and interest on, the notes.

Guarantors

No Guarantor may

- merge, consolidate or amalgamate with or into any other Person, or
- sell, transfer, assign, lease, convey or otherwise dispose of all or substantially all its Property in any one transaction or series of transactions, or
- permit any Person to merge, consolidate or amalgamate with or into the Guarantor

unless

(A) the other Person is the Company or any Restricted Subsidiary that is a Guarantor or becomes a Guarantor concurrently with the transaction; or

(B) (1) either (x) the Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes by supplemental indenture all of the obligations of the Guarantor under its Note Guaranty; and

(2) immediately after giving effect to the transaction, no Default has occurred and is continuing; or

(C) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the Property of the Guarantor (in each case other than to the Company or a Domestic Restricted Subsidiary) otherwise permitted by the indenture.

SEC Reports

Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall file with the SEC and provide the trustee and holders of notes with annual reports and information, documents and other reports as are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to those Sections, and the information, documents and reports to be so filed and provided at the times specified for the filing of the information, documents and reports under those Sections (including any applicable grace period or extension available thereunder or under the rules and regulations promulgated by the SEC); *provided*, *however*, that (i) the Company shall not be so obligated to file the information, documents and reports with the SEC if the SEC does not permit those filings (but shall provide them to the trustee and the holders of notes within the time periods specified in those Sections) and (ii) the electronic filing with the SEC through the SEC's Electronic Data Gathering, Analysis, and Retrieval System (or any successor system providing for free public access to such filings) shall satisfy the Company's obligation to provide such reports, information and documents to the trustee and the holders of notes. Delivery of such reports, information and documents to the trustee shall be for informational purposes only and the trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the compliance by us with any of the covenants contained in the indenture (as to which the trustee will be entitled to conclusively rely upon an Officers' Certificate).

Events of Default

Events of Default in respect of the notes include:

(1) failure to make the payment of any interest on the notes when the same becomes due and payable, and that failure continues for a period of 30 days;

(2) failure to make the payment of any principal of, or premium, if any, on, any of the notes when the same becomes due and payable at its Stated Maturity, upon acceleration, redemption, optional redemption, required repurchase or otherwise;

(3) failure to comply with the covenant described under "—Certain Covenants—Merger, Consolidation and Sale of Property";

(4) failure to comply with any other covenant or agreement in the notes or in the indenture (other than a failure that is the subject of the foregoing clause (1), (2) or (3)) and such failure continues for 30 days after written notice is given to the Company as provided below;

(5) a default under any Debt by the Company or any Restricted Subsidiary that results in acceleration of the maturity of that Debt, or failure to pay any Debt at maturity, in an aggregate amount greater than $35.0 million or its foreign currency equivalent at the time (the "cross acceleration provisions");

(6) any judgment or judgments for the payment of money in an aggregate amount in excess of $35.0 million (or its foreign currency equivalent at the time) (net of amounts covered by insurance or bonded) that shall be rendered against the Company or any Restricted Subsidiary and that shall not be waived, satisfied, annulled, discharged or rescinded for any period of 30 consecutive days during which a stay of enforcement shall not be in effect (the "judgment default provisions");

(7) specified events involving bankruptcy, insolvency or reorganization of the Company or any Significant Subsidiary (the "bankruptcy provisions");

(8) any Note Guaranty ceases to be in full force and effect, other than in accordance with the terms of the indenture, or a Guarantor denies or disaffirms its obligations under its Note Guaranty (the "note guaranty provisions"); and

(9) (a) the lien on the Escrow Property created by the escrow agreement shall at any time prior to the Escrow Release Date not constitute a valid and perfected Lien on any material portion of such property, (b) the escrow agreement shall for whatever reason be terminated or cease to be in full force and effect (except for expiration in accordance with its terms or amendment, modification, waiver, termination or release in accordance with the terms of the indenture), or (c) the enforceability of the liens created by the escrow agreement shall be contested by the Company.

A Default under clause (4) is not an Event of Default until the trustee or the holders of not less than 25% in aggregate principal amount of the notes then outstanding notify the Company of the Default and the Company does not cure that Default within the time specified after receipt of the notice. The notice must specify the Default, demand that it be remedied and state that the notice is a "Notice of Default."

The Company shall deliver to the trustee, within 30 days after the occurrence thereof, written notice in the form of an Officers' Certificate of any event that with the giving of notice and the lapse of time would become an Event of Default, its status and what action the Company is taking or proposes to take with respect thereto.

If an Event of Default with respect to the notes (other than an Event of Default resulting from particular events involving bankruptcy, insolvency or reorganization with respect to the Company) shall have occurred and be continuing, the trustee or the registered holders of not less than 25% in aggregate principal amount of notes then outstanding may declare to be immediately due and payable the principal amount of all the notes then outstanding, plus accrued but unpaid interest to the date of acceleration. In case an Event of Default resulting from events of bankruptcy, insolvency or reorganization with respect to the Company shall occur, the amount with respect to all the notes shall be due and payable immediately without any declaration or other act on the part of the trustee or the holders of the notes. After any such acceleration, but before a judgment or decree based on acceleration is obtained by the trustee, the registered holders of a majority in aggregate principal amount of the notes then outstanding may, under some circumstances, rescind and annul the acceleration if all Events of Default, other than the nonpayment of accelerated principal, premium or interest, have been cured or waived as provided in the indenture.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an Event of Default shall occur and be continuing, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request or direction of any of the holders of the notes, unless the holders shall have offered to the trustee reasonable indemnity. Subject to the provisions for the indemnification of the trustee, the holders of a majority in aggregate principal amount of the notes then outstanding will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the notes.

No holder of notes will have any right to institute any proceeding with respect to the indenture, or for the appointment of a receiver or trustee, or for any remedy thereunder, unless:

(a) that holder has previously given to the trustee written notice of a continuing Event of Default,

(b) the registered holders of at least 25% in aggregate principal amount of the notes then outstanding have made written request and offered reasonable indemnity to the trustee to institute the proceeding as trustee, and

(c) the trustee shall not have received from the registered holders of a majority in aggregate principal amount of the notes then outstanding a direction inconsistent with that request and shall have failed to institute the proceeding within 60 days.

However, these limitations do not apply to a suit instituted by a holder of any note for enforcement of payment of the principal of, and premium, if any, or interest on, that note on or after the respective due dates expressed in that note. The trustee shall not be deemed to have notice of any Default or Event of Default unless an officer of the Trustee having direct responsibility for the administration of the indenture has received written notice of any such event and such notice references the notes and the indenture.

Amendments and Waivers

Subject to some exceptions, the indenture and the escrow agreement may be amended with the consent of the registered holders of a majority in aggregate principal amount of the notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for the notes) and any past default or compliance with any provisions may also be waived with the consent of the registered holders of a majority in aggregate principal amount of the notes then outstanding (including waivers obtained in connection with a tender offer or exchange offer for the notes), except a default in the payment of principal, premium, if any, or interest and particular covenants and provisions of the indenture which cannot be amended without the consent of each holder of an outstanding note. However, without the consent of each holder of an outstanding note affected thereby, no amendment may, among other things,

(1) reduce the amount of notes whose holders must consent to an amendment or waiver,

(2) reduce the rate of or extend the time for payment of interest on any note,

(3) reduce the principal of or extend the Stated Maturity of any note,

(4) make any note payable in money other than U.S. dollars,

(5) impair the right of any holder of the notes to receive payment of principal of and interest on that holder's notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to that holder's notes,

(6) subordinate the notes to any other obligation of the Company,

(7) reduce the premium payable upon the redemption of any note or change the time at which any note may be redeemed, as described under "—Optional Redemption,"

(8) reduce the premium payable upon a Change of Control or, at any time after a Change of Control has occurred, change the time at which the Change of Control Offer relating thereto must be made or at which the notes must be repurchased pursuant to that Change of Control Offer,

(9) at any time after the Company is obligated to make a Prepayment Offer with the Excess Proceeds from Asset Sales, change the time at which the Prepayment Offer must be made or at which the notes must be repurchased pursuant thereto, or

(10) at any time after a Special Mandatory Redemption Event, change the time at which a special redemption must be made or reduce the price to be paid.

Without the consent of any holder of the notes, the Company and the trustee may amend the indenture and the escrow agreement to:

(1) cure any ambiguity, omission, defect or inconsistency,

(2) provide for the assumption by a successor of the obligations of the Company or any Guarantor under the indenture,

(3) provide for uncertificated notes in addition to or in place of certificated notes, *provided* that the uncertificated notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated notes are described in Section 163(f)(2)(B) of the Code,

(4) add Guarantees with respect to the notes or release Guarantors from their Note Guaranties as provided by the terms of the indenture or the Note Guaranties,

(5) secure the notes (and, thereafter, provide releases of collateral in accordance with the security documents entered into in connection therewith), add to the covenants of the Company for the benefit of the holders of the notes or surrender any right or power conferred upon the Company,

(6) make any change that does not adversely affect the rights of any holder of the notes,

(7) comply with any requirement of the SEC in connection with the qualification of the indenture under the Trust Indenture Act,

(8) provide for the issuance of additional notes in accordance with the indenture, or

(9) conform any provisions to this "Description of Notes."

The consent of the holders of the notes is not necessary to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment. After an amendment becomes effective, the Company is required to mail, or cause to be mailed, to each registered holder of the notes at the holder's address appearing in the security register a notice briefly describing the amendment. However, the failure to give this notice to all holders of the notes, or any defect therein, will not impair or affect the validity of the amendment. In connection with any modification, amendment or supplement, we will deliver to the trustee an Opinion of Counsel and an Officers' Certificate upon which the trustee may conclusively rely, each stating that such modification, amendment or supplement complies with the applicable provisions of the indenture.

Defeasance and Discharge

The Company may discharge its obligations under the notes and the indenture by irrevocably depositing in trust with the trustee money or Government Obligations sufficient to pay principal of and interest on the notes to maturity or redemption within one year, subject to meeting certain other conditions.

The Company at any time may also terminate all its obligations under the notes and the indenture ("legal defeasance"), except for particular obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the notes, to replace mutilated, destroyed, lost or stolen notes and to maintain a registrar and paying agent in respect of the notes. The Company at any time may terminate:

(1) its obligations under the covenants described under "—Repurchase at the Option of Holders Upon a Change of Control" and "—Certain Covenants" above,

(2) the operation of the cross acceleration provisions, the judgment default provisions, the bankruptcy provisions with respect to Significant Subsidiaries and the note guaranty provisions, described under "—Events of Default" above, and

(3) the limitations contained in clause (e) under the first paragraph of "—Certain Covenants—Merger, Consolidation and Sale of Property" above ("covenant defeasance").

The Company may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option.

If the Company exercises its legal defeasance option, payment of the notes may not be accelerated because of an Event of Default with respect thereto. If the Company exercises its covenant defeasance option, payment of the notes may not be accelerated because of an Event of Default specified in clause (4) (with respect

to the covenants described under "—Certain Covenants"), (5), (6), (7) (with respect only to Significant Subsidiaries) or (8) under "—Events of Default" above or because of the failure of the Company to comply with clause (e) under the first paragraph of "—Merger, Consolidation and Sale of Property" above. The legal defeasance option or the covenant defeasance option may be exercised only if:

(a) the Company irrevocably deposits in trust with the trustee money in U.S. dollars or U.S. dollar- denominated Government Obligations for the payment of principal of and interest (including premium, if any) on the notes to maturity or redemption;

(b) the Company delivers to the trustee a certificate of a nationally recognized accounting firm expressing their opinion that the payments of principal and interest when due and without reinvestment on the deposited Government Obligations plus any deposited money without investment will provide cash at the times and in amounts as will be sufficient to pay principal and interest (including premium, if any) when due on all the notes to maturity or redemption, as the case may be;

(c) 123 days pass after the deposit is made and during the 123-day period no Default described in clause (7) under "—Events of Default" occurs with respect to the Company or any other Person making the deposit which is continuing at the end of the period;

(d) no Default or Event of Default has occurred and is continuing on the date of the deposit and after giving effect thereto;

(e) the deposit does not constitute a default under any other agreement or instrument binding on the Company;

(f) the Company delivers to the trustee an Opinion of Counsel to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940;

(g) in the case of the legal defeasance option, the Company delivers to the trustee an Opinion of Counsel stating that:

(1) the Company has received from the Internal Revenue Service a ruling, or

(2) since the date of the indenture there has been a change in the applicable Federal income tax law,

to the effect, in either case, that, and based thereon the Opinion of Counsel shall confirm that, the holders of the notes will not recognize income, gain or loss for Federal income tax purposes as a result of the defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the defeasance had not occurred;

(h) in the case of the covenant defeasance option, the Company delivers to the trustee an Opinion of Counsel to the effect that the holders of the notes will not recognize income, gain or loss for Federal income tax purposes as a result of that covenant defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if that covenant defeasance had not occurred; and

(i) the Company delivers to the trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance and discharge of the notes have been complied with as required by the indenture.

In the case of either discharge or defeasance, the Note Guaranties, if any, will terminate.

Governing Law

The indenture and the notes will be governed by the internal laws of the State of New York without reference to principles of conflicts of law.

The Trustee

The Bank of New York Mellon Trust Company, N.A. is the trustee under the indenture and has been appointed by the Company as registrar and paying agent with regard to the notes.

Except during the continuance of an Event of Default, the trustee will perform only the duties as are specifically set forth in the indenture. During the existence of an Event of Default, the trustee will exercise the rights and powers vested in it under the indenture and use the same degree of care and skill in its exercise as a prudent person would exercise under the circumstances in the conduct of that person's own affairs.

Definitions

Set forth below is a summary of defined terms from the indenture that are used in this "Description of Notes." Reference is made to the indenture for the full definition of all such terms as well as any other capitalized terms used herein for which no definition is provided. Unless the context otherwise requires, an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP.

"Additional Assets" means:

(a) any Property (other than cash, cash equivalents, securities and inventory) to be owned by the Company or any Restricted Subsidiary and used in a Permitted Business; or

(b) Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of that Capital Stock by the Company or another Restricted Subsidiary from any Person other than the Company or an Affiliate of the Company; *provided, however*, that, in the case of this clause (b), the Restricted Subsidiary is primarily engaged in a Permitted Business.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person.

For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"*Applicable Premium*" means, with respect to any note on any redemption date, the excess of (i) the present value on such redemption date of (A) the redemption price of such notes on December 15, 2016 (such redemption price being that described in "—Optional Redemption" above), plus (B) all required remaining scheduled interest payments due on such note through December 15, 2016 computed using a discount rate equal to the Treasury Rate plus 50 basis points, over (ii) the principal amount of such note.

"*Asset Sale*" means any sale, lease, transfer, issuance or other disposition (or series of related sales, leases, transfers, issuances or dispositions) by the Company or any Restricted Subsidiary, including any disposition by means of a merger, consolidation or similar transaction (each referred to for the purposes of this definition as a "disposition"), of

(a) any shares of Capital Stock of a Restricted Subsidiary (other than directors' qualifying shares),

(b) all or substantially all the assets of any division or line of business of the Company or any Restricted Subsidiary, or

(c) any other Property of the Company or any Restricted Subsidiary outside of the ordinary course of business of the Company or such Restricted Subsidiary,

other than, in the case of clause (a), (b) or (c) above,

(1) any disposition by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to a Restricted Subsidiary,

(2) any disposition that constitutes a Permitted Investment or Restricted Payment permitted by the covenant described under "—Certain Covenants—Limitation on Restricted Payments,"

(3) any disposition effected in compliance with the first paragraph of the covenant described under "—Certain Covenants—Merger, Consolidation and Sale of Property—The Company,"

(4) a sale of accounts receivables and related assets of the type specified in the definition of "Qualified Receivables Transaction" to a Receivables Entity,

(5) a transfer of accounts receivables and related assets of the type specified in the definition of "Qualified Receivables Transaction" (or a fractional undivided interest therein) by a Receivables Entity in connection with a Qualified Receivables Transaction,

(6) a transfer of accounts receivable of the type specified in the definition of "Credit Facilities" that is permitted under clause (b) of the second paragraph of "—Certain Covenants—Limitation on Debt," and

(7) any disposition that does not (together with all related dispositions) involve assets having a Fair Market Value or consideration in excess of $15.0 million.

"*Attributable Debt*" in respect of a Sale and Leaseback Transaction means, at any date of determination,

(a) if the Sale and Leaseback Transaction is a Capital Lease Obligation, the amount of Debt represented thereby according to the definition of "Capital Lease Obligation," and

(b) in all other instances, the greater of:

  (1) the Fair Market Value of the Property subject to the Sale and Leaseback Transaction, and

  (2) the present value (discounted at the interest rate borne by the notes, compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in the Sale and Leaseback Transaction (including any period for which the lease has been extended).

"*Average Life*" means, as of any date of determination, with respect to any Debt or Preferred Stock, the quotient obtained by dividing:

(a) the sum of the product of the numbers of years (rounded to the nearest one-twelfth of one year) from the date of determination to the dates of each successive scheduled principal payment of that Debt or redemption or similar payment with respect to that Preferred Stock multiplied by the amount of the payment by

(b) the sum of all payments of this kind.

"*Beneficial Owner*" means a beneficial owner as defined in Rule 13d-3 under the Exchange Act, except that:

(a) a Person will be deemed to be the Beneficial Owner of all shares that the Person has the right to acquire, whether that right is exercisable immediately or only after the passage of time, and

(b) for purposes of clause (a) of the definition of "Change of Control," any "person" or "group" (as those terms are defined in Sections 13(d) and 14(d) of the Exchange Act or any successor provisions to either of the foregoing), including any group acting for the purpose of acquiring,

holding, voting or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act, shall be deemed to be the Beneficial Owners of any Voting Stock of a corporation or other legal entity held by any other corporation or legal entity (the "parent corporation"), so long as that person or group Beneficially Owns, directly or indirectly, in the aggregate a majority of the total voting power of the Voting Stock of that parent corporation.

The term "Beneficially Own" shall have a corresponding meaning.

"Capital Lease Obligation" means any obligation under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP; and the amount of Debt represented by that obligation shall be the capitalized amount of the obligations determined in accordance with GAAP; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under that lease prior to the first date upon which that lease may be terminated by the lessee without payment of a penalty. For purposes of "—Certain Covenants—Limitation on Liens," a Capital Lease Obligation shall be deemed secured by a Lien on the Property being leased.

"*Capital Stock*" means, with respect to any Person, any shares or other equivalents (however designated) of any class of corporate stock or partnership interests or any other participations, rights, warrants, options or other interests in the nature of an equity interest in that Person, including Preferred Stock, but excluding any debt security convertible or exchangeable into that equity interest.

"*Capital Stock Sale Proceeds*" means the aggregate net proceeds (including the Fair Market Value of property other than cash) received by the Company from the issuance or sale (other than to a Subsidiary of the Company or an employee stock ownership plan or trust established by the Company or the Subsidiary for the benefit of their employees) by the Company of its Capital Stock (other than Disqualified Stock) after the Issue Date, net of attorneys' fees, accountants' fees, initial purchasers' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with the issuance or sale and net of taxes paid or payable as a result thereof.

"*Change of Control*" means the occurrence of any of the following events:

(a) if any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act or any successor provisions to either of the foregoing), including any group acting for the purpose of acquiring, holding, voting or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act, becomes the Beneficial Owner, directly or indirectly, of 50% or more of the total voting power of the Voting Stock of the Company; or

(b) the sale, transfer, assignment, lease, conveyance or other disposition, directly or indirectly, of all or substantially all the Property of the Company and the Restricted Subsidiaries, considered as a whole (other than a disposition of assets as an entirety or virtually as an entirety to a Wholly Owned Restricted Subsidiary) shall have occurred, or the Company merges, consolidates or amalgamates with or into any other Person or any other Person merges, consolidates or amalgamates with or into the Company, in any event pursuant to a transaction in which the outstanding Voting Stock of the Company is reclassified into or exchanged for cash, securities or other Property, other than a transaction where:

(1) the outstanding Voting Stock of the Company is reclassified into or exchanged for other Voting Stock of the Company or for Voting Stock of the surviving corporation or transferee, and

(2) the holders of the Voting Stock of the Company immediately prior to the transaction own, directly or indirectly, not less than a majority of the Voting Stock of the Company or the surviving corporation or transferee immediately after the transaction and in substantially the same proportion as before the transaction; or

(c) during any period of two consecutive years, individuals who at the beginning of that period constituted the Board of Directors (together with any new directors whose election or appointment by such Board or whose nomination for election by the shareholders of the Company was approved by a vote of not less than three-fourths of the directors then still in office who were either directors at the beginning of that period or whose election or nomination for election was previously so approved or by a vote of the shareholders of the Company) cease for any reason to constitute a majority of the Board of Directors then in office; or

(d) the shareholders of the Company shall have approved any plan of liquidation or dissolution of the Company.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Commodity Price Protection Agreement*" means, in respect of a Person, any forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement designed to protect that Person against fluctuations in commodity prices.

"*Comparable Treasury Issue*" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to December 15, 2016 that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity. "Independent Investment Banker" means one of the Reference Treasury Dealers appointed by the Company.

"*Comparable Treasury Price*" means, with respect to any redemption date:

(a) the average of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) on the third business day preceding such redemption date, as set forth in the most recently published statistical release designated "H.15 (519)" (or any successor release) published by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," or

(b) if such release (or any successor release) is not published or does not contain such prices on such business day, the average of the Reference Treasury Dealer Quotations for such redemption date.

"*Consolidated Current Liabilities*" means, as of any date of determination, the consolidated current liabilities of the Company and its Restricted Subsidiaries that may properly be classified as current liabilities in conformity with GAAP, excluding, without duplication, (a) the current portion of any long-term Debt and (b) the aggregate outstanding principal amount of the revolving credit loans made to the Company under the Credit Agreement.

"*Consolidated Fixed Charges*" means, for any period for the Company and its consolidated Restricted Subsidiaries, the sum, without duplication, of,

(a) Consolidated Interest Expense for such period, plus

(b) Disqualified Stock Dividends paid, accrued or scheduled to be paid or accrued during such period, excluding dividends paid in Qualified Capital Stock, plus

(c) Preferred Stock Dividends paid, accrued or scheduled to be paid or accrued during such period, excluding dividends paid in Qualified Capital Stock.

"*Consolidated Fixed Charges Coverage Ratio*" means, as of any date of determination, the ratio of:

(a) the aggregate amount of EBITDA for the most recent four consecutive fiscal quarters ending prior to such determination date for which financial statements are required to be filed pursuant to "—SEC Reports" to

(b) Consolidated Fixed Charges for those four fiscal quarters;

provided, *however*, that:

(1) if

(a) since the beginning of that period the Company or any Restricted Subsidiary has Incurred any Debt that remains outstanding or Repaid any Debt, or

(b) the transaction giving rise to the need to calculate the Consolidated Fixed Charges Coverage Ratio involves an Incurrence or Repayment of Debt,

Consolidated Fixed Charges for that period shall be calculated after giving effect on a pro forma basis to that Incurrence or Repayment as if the Debt was Incurred or Repaid on the first day of that period, *provided* that, in the event of any Repayment of Debt, EBITDA for that period shall be calculated as if the Company or such Restricted Subsidiary had not earned any interest income actually earned during such period in respect of the funds used to Repay such Debt, and

(2) if

(a) since the beginning of that period the Company or any Restricted Subsidiary shall have made any Asset Sale or an Investment (by merger or otherwise) in any Restricted Subsidiary (or any Person which becomes a Restricted Subsidiary) or an acquisition of Property which constitutes all or substantially all of an operating unit of a business,

(b) the transaction giving rise to the need to calculate the Consolidated Fixed Charges Coverage Ratio involves an Asset Sale, Investment or acquisition, or

(c) since the beginning of that period any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Company or any Restricted Subsidiary since the beginning of that period) shall have made such an Asset Sale, Investment or acquisition,

EBITDA for that period shall be calculated after giving pro forma effect to the Asset Sale, Investment or acquisition as if the Asset Sale, Investment or acquisition occurred on the first day of that period.

If any Debt bears a floating rate of interest and is being given pro forma effect, the interest expense on that Debt shall be calculated as if the base interest rate in effect for the floating rate of interest on the date of determination had been the applicable base interest rate for the entire period (taking into account any Interest Rate Agreement applicable to that Debt if the applicable Interest Rate Agreement has a remaining term in excess of 12 months). In the event the Capital Stock of any Restricted Subsidiary is sold during the period, the Company shall be deemed, for purposes of clause (1) above, to have Repaid during that period the Debt of that Restricted Subsidiary to the extent the Company and its continuing Restricted Subsidiaries are no longer liable for that Debt after the sale.

"*Consolidated Interest Expense*" means, for any period for the Company and its Restricted Subsidiaries, all interest expense on a consolidated basis determined in accordance with GAAP, but including, in any event, the interest component under Capital Lease Obligations and the implied interest component under Qualified Receivables Transactions.

"*Consolidated Net Income*" means, for any period for the Company and its Restricted Subsidiaries, net income (or loss) determined on a consolidated basis in accordance with GAAP, but excluding

(a) the non-cash effects of purchase accounting under Accounting Standards Codification of the Financial Accounting Standards Board 805;

(b) any deduction for income (or addition for losses) attributable to the minority equity interests of third parties in any Restricted Subsidiary except, in the case of income, to the extent of dividends paid in respect of such period to the holder of such minority equity interest;

(c) any gain (or loss) realized upon the sale or other disposition of any Property of the Company or any of its Restricted Subsidiaries (including pursuant to any Sale and Leaseback Transaction) that is not sold or otherwise disposed of in the ordinary course of business;

(d) any gain or loss attributable to the early extinguishment of Debt;

(e) any extraordinary gain or loss or cumulative effect of a change in accounting principles to the extent disclosed separately on the consolidated statement of income;

(f) any unrealized gains or losses of the Company or its Restricted Subsidiaries on any Hedging Obligations;

(g) the undistributed earnings of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary is not at the time permitted by the terms of any agreement, instrument, contract or other undertaking to which such Restricted Subsidiary is a party or by which any of its property is bound or any law, treaty, rule, regulation or determination of an arbitrator or a court of competent jurisdiction or other Governmental Authority, in each case, applicable or binding upon such Restricted Subsidiary or any of its property or to which such Restricted Subsidiary or any of its property is subject; and

(h) costs, fees, expenses or premiums incurred during such period in connection with the Transactions, whether or not the Transactions shall then be fully consummated.

Notwithstanding the foregoing, (i) for purposes of the covenant described under "—Certain Covenants—Limitation on Restricted Payments" only, there shall be excluded from Consolidated Net Income any dividends, repayments of loans or advances or other transfers of assets from Unrestricted Subsidiaries to the Company or a Restricted Subsidiary to the extent the dividends, repayments or transfers increase the amount of Restricted Payments permitted under that covenant pursuant to clause (c)(4) thereof, and (ii) any net income (loss) of any Person (other than the Company) that is not a Restricted Subsidiary shall be excluded in calculating Consolidated Net Income, except that the Company's equity in the net income of any such Person for any period shall be included, without duplication, in such Consolidated Net Income up to the aggregate amount of cash distributed by the Person during such period to the Company or a Restricted Subsidiary as a dividend or distribution.

"*Consolidated Net Tangible Assets*" means, as of any date of determination, the sum of the amounts that would appear on a consolidated balance sheet of the Company and its consolidated Restricted Subsidiaries as the total assets (less accumulated depreciation, amortization, allowances for doubtful receivables, other applicable allowances and other properly deductible items) of the Company and its Restricted Subsidiaries, after giving effect to purchase accounting and after deducting therefrom Consolidated Current Liabilities and, to the extent otherwise included, the amounts of (without duplication):

(a) the excess of cost over Fair Market Value of assets or businesses acquired;

(b) any revaluation or other write-up in book value of assets subsequent to the last day of the fiscal quarter of the Company immediately preceding the Issue Date as a result of a change in the method of valuation in accordance with GAAP;

(c) unamortized debt discount and expenses and other unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights, licenses, organization or developmental expenses and other intangible items;

(d) noncontrolling interests in consolidated Subsidiaries held by Persons other than the Company or any Restricted Subsidiary;

(e) treasury stock;

(f) cash or securities set aside and held in a sinking or other analogous fund established for the purpose of redemption or other retirement of Capital Stock to the extent such obligation is not reflected in Consolidated Current Liabilities; and

(g) Investments in and assets of Unrestricted Subsidiaries.

For the avoidance of doubt any deferred tax assets that would appear on a consolidated balance sheet of the Company and its Restricted Subsidiaries shall be included in the calculation of Consolidated Net Tangible Assets.

"*Consolidated Secured Leverage Ratio*" means, as of any date of determination, the ratio of (a) (x) the aggregate amount of all Debt of the Company and its Restricted Subsidiaries secured by Liens at the date of determination (on a pro forma basis reflecting any Incurrence of Debt and repayment of Debt made on such date), but excluding, for the avoidance of doubt, (A) the Debt represented by the notes offered hereby (and the guarantees thereof), to the extent the notes and guarantees are secured by Liens solely because the proceeds thereof are subject to the Escrow Agreement and a Lien thereunder, and (B) the Debt represented by Sealy Mattress Company's 10.875% Senior Secured Notes due 2016, from and after the date on which a notice of redemption has been delivered in respect thereof and such notes have been discharged, *less* (y) the aggregate amount (not to exceed $150.0 million) of Qualified Cash on such date of determination to (b) the aggregate amount of EBITDA for the Company for the four full fiscal quarters, treated as one period, ending prior to the date of the transaction (the "*Transaction Date*") giving rise to the need to calculate the Consolidated Secured Leverage Ratio for which financial statements are required to be filed pursuant to "—SEC Reports" (such four full fiscal quarter period being referred to herein as the "*Four Quarter Period*"). In addition to and without limitation of the foregoing, for purposes of this definition, this ratio shall be calculated after giving effect to the following:

(a) if since the beginning of that period the Company or any Restricted Subsidiary shall have made any Asset Sale or an Investment (by merger or otherwise) in any Restricted Subsidiary (or any Person which becomes a Restricted Subsidiary) or an acquisition of Property which constitutes all or substantially all of an operating unit of a business,

(b) if the transaction giving rise to the need to calculate the Consolidated Secured Leverage Ratio involves an Asset Sale, Investment or acquisition, or

(c) since the beginning of the Four Quarter Period any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Company or any Restricted Subsidiary since the beginning of the Four Quarter Period) shall have made such an Asset Sale, Investment or acquisition,

EBITDA for that period shall be calculated after giving pro forma effect to the Asset Sale, Investment or acquisition as if the Asset Sale, Investment or acquisition occurred on the first day of the Four Quarter Period.

For purposes of calculating the Consolidated Secured Leverage Ratio, the entire commitment of any secured revolving credit facility of the Company or any Restricted Subsidiary shall be deemed to be fully drawn as of the date such agreement is executed, and thereafter the amount of such commitment shall be deemed to be fully borrowed and outstanding at all times.

"*Convertible Notes*" means the 8% Senior Secured Third Lien Convertible Notes due 2016 of Sealy and Sealy Mattress Company, as co-issuers, outstanding on the Issue Date.

"*Credit Agreement*" means the Credit Agreement dated on or about the Issue Date and funded on or about the Escrow Release Date, among the Company, certain subsidiaries as co-borrowers thereunder, certain subsidiary guarantors named therein, Bank of America, N.A., as administrative agent, and the other lenders from time to time party thereto, as such agreement, in whole or in part, in one or more instances, may be amended, renewed, extended, substituted, refinanced, restructured, replaced (whether or not upon termination, and whether with the original lenders or otherwise), supplemented or otherwise modified from time to time (including, in each case, by means of one or more credit agreements, note purchase agreements, indentures or sales of debt securities to institutional investors whether with the original agents and lenders or otherwise and including, without limitation, any successive renewals, extensions, substitutions, refinancings, restructurings, replacements, supplementations or other modifications of the foregoing) and including, without limitation, to increase the amount of available borrowing thereunder or to add Restricted Subsidiaries as additional borrowers or guarantors or otherwise.

"*Credit Facilities*" means, with respect to the Company or any Restricted Subsidiary, one or more debt or commercial paper facilities (including related Guarantees) with banks, investment banks, insurance companies, mutual funds or other institutional lenders (including the Credit Agreement), providing for revolving credit loans, term loans, receivables or inventory financing (including through the sale of receivables or inventory to institutional lenders or to special purpose, bankruptcy remote entities formed to borrow from institutional lenders against those receivables or inventory) or trade or standby letters of credit, in each case together with any Refinancing thereof on any basis so long as such Refinancing constitutes Debt; *provided*, that in the case of a transaction in which any accounts receivable are sold, conveyed or otherwise transferred by the Company or any of its subsidiaries to another Person other than a Receivables Entity, then that transaction must satisfy the following three conditions:

(a) if the transaction involves a transfer of accounts receivable with Fair Market Value equal to or greater than $25.0 million, the Board of Directors shall have determined in good faith that the transaction is economically fair and reasonable to the Company or the Subsidiary that sold, conveyed or transferred the accounts receivable,

(b) the sale, conveyance or transfer of accounts receivable by the Company or the Subsidiary is made at Fair Market Value, and

(c) the financing terms, covenants, termination events and other provisions of the transaction shall be market terms (as determined in good faith by the Board of Directors).

"*Currency Exchange Protection Agreement*" means, in respect of a Person, any foreign exchange contract, currency swap agreement, currency option or other similar agreement or arrangement designed to protect that Person against fluctuations in currency exchange rates.

"*Danish Tax Assessment*" means the pending income tax assessment from the Danish Tax Authority and any related assessment from the Danish Tax Authority for subsequent years and related interest and penalties, as described in the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2012.

"*Debt*" means, with respect to any Person on any date of determination (without duplication):

(a) the principal of and premium (if any) in respect of:

(1) debt of the Person for money borrowed, and

(2) debt evidenced by notes, debentures, bonds or other similar instruments for the payment of which the Person is responsible or liable;

(b) all Capital Lease Obligations of the Person and all Attributable Debt in respect of Sale and Leaseback Transactions entered into by the Person;

(c) all obligations of the Person issued or assumed as the deferred purchase price of Property, all conditional sale obligations of the Person and all obligations of the Person under any title retention agreement (but excluding trade accounts payable arising in the ordinary course of business);

(d) all obligations of the Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction (other than obligations with respect to letters of credit securing obligations (other than obligations described in clauses (a) through (c) above) entered into in the ordinary course of business of the Person to the extent those letters of credit are not drawn upon or, if and to the extent drawn upon, the drawing is reimbursed no later than the third business day following receipt by the Person of a demand for reimbursement following payment on the letter of credit);

(e) the amount of all obligations of the Person with respect to the Repayment of any Disqualified Stock or, with respect to any Subsidiary of the Person, any Preferred Stock (but excluding, in each case, any accrued dividends);

(f) all obligations of the type referred to in clauses (a) through (e) of other Persons and all dividends of other Persons for the payment of which, in either case, the Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including by means of any Guarantee;

(g) all obligations of the type referred to in clauses (a) through (f) of other Persons secured by any Lien on any Property of the Person (whether or not such obligation is assumed by the Person), the amount of such obligation being deemed to be the lesser of the value of that Property or the amount of the obligation so secured; and

(h) to the extent not otherwise included in this definition, Hedging Obligations of such Person.

The amount of Debt of any Person at any date shall be the outstanding balance at that date of all unconditional obligations as described above and the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingent obligations at that date. The amount of Debt represented by a Hedging Obligation shall be equal to:

(1) zero if the Hedging Obligation has been Incurred pursuant to clause (f), (g) or (h) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt," or

(2) if the Hedging Obligation is not Incurred pursuant to clause (f), (g) or (h) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt," then 105% of the aggregate net amount, if any, that would then be payable by the Company and any Restricted Subsidiary on a per counterparty basis pursuant to Section 6(e) of the ISDA Master Agreement (Multicurrency-Cross Border) in the form published by the International Swaps and Derivatives Association, Inc. in 1992 (the "ISDA Form"), as if the date of determination were a date that constitutes or is substantially equivalent to an Early Termination Date, as defined in the ISDA Form, with respect to all transactions governed by the ISDA Form, plus the equivalent amount under the terms of any other Hedging Obligations that are not Incurred pursuant to clause (f), (g) or (h) of the second paragraph of the covenant described under "—Certain Covenants— Limitation on Debt," each such amount to be estimated in good faith by the Company.

"*Default*" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"*Disqualified Stock*" means, with respect to any Person, any Capital Stock that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, in either case at the option of the holder thereof) or otherwise:

(a) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise,

(b) is or may become redeemable or repurchaseable at the option of the holder thereof, in whole or in part, or

(c) is convertible or exchangeable at the option of the holder thereof for Debt or Disqualified Stock,

on or prior to, in the case of clause (a), (b) or (c), the first anniversary of the Stated Maturity of the notes.

"*Disqualified Stock Dividends*" means all dividends with respect to Disqualified Stock of the Company or any Restricted Subsidiary held by Persons other than the Company or a Wholly Owned Restricted Subsidiary. The amount of any dividend of this kind shall be equal to the quotient of the dividend divided by the difference between one and the maximum statutory consolidated federal, state and local income tax rate (expressed as a decimal number between 1 and 0) then applicable to the issuer of the Disqualified Stock.

"*Dollar Equivalent*" means, with respect to any monetary amount in a currency other than U.S. dollars, at any time for the determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars at the spot rate for the purchase of U.S. dollars with the applicable foreign currency as published by the Federal Reserve Board on the date of such determination.

"*Domestic Restricted Subsidiary*" means any Restricted Subsidiary formed under the laws of the United States of America or any jurisdiction thereof.

"*EBITDA*" means, for any period for the Company and its consolidated Restricted Subsidiaries, the sum of:

(a) Consolidated Net Income for that period, plus

(b) without duplication and to the extent deducted in determining such Consolidated Net Income for that period, the sum of:

(1) Consolidated Interest Expense for such period,

(2) consolidated income tax expense for such period,

(3) all amounts attributable to depreciation and amortization (including amortization of deferred financing fees) for such period,

(4) costs, fees, expenses or premiums paid during such period in connection with (A) the Transactions, whether or not the Transactions shall then be fully consummated, (B) any incremental loans under the Credit Agreement and any Permitted Refinancing Debt, and (C) amendments, waivers or modifications of the Credit Agreement and related documents, the notes or any Permitted Refinancing Debt,

(5) unusual or non-recurring charges, including restructuring charges or reserves, severance, relocation costs and one-time compensation charges (including, without limitation, retention bonuses) and other costs relating to the closure of facilities or impairment of facilities, *provided* that the aggregate amount added back pursuant to this clause (5) shall not exceed (A) for any period of four consecutive fiscal quarters ending on or before the fourth full fiscal quarter following the Escrow Release Date, 15% of EBITDA (prior to giving effect to any adjustment pursuant to this clause (5)) and (B) for any period of four consecutive fiscal quarters ending thereafter, 10% of EBITDA (prior to giving effect to any adjustment pursuant to this clause (5)),

(6) costs, fees and expenses incurred in connection with any purchase or acquisition by the Company or any Restricted Subsidiary of (a) more than 50% of the Capital Stock with ordinary voting power of another Person or (b) all or any substantial portion of the property (other than Capital Stock) of, or a business unit of, another Person, whether or not involving a merger or consolidation with such Person (and whether or not consummated), and any dispositions of Property (whether or not consummated), other than dispositions of Property (a) effected in the ordinary course of business, (b) of obsolete, worn out or no longer useful Property, whether now owned or hereafter acquired, (c) of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are reasonably promptly applied to the purchase price of such replacement property, (d) involving the receipt by the Company or any Restricted Subsidiary of any cash insurance proceeds or condemnation awards payable by reason of theft, loss, physical destruction or damage, taking or similar event with respect to any of its Property, or (e) the unwinding of any Hedging Obligation,

(7) non-cash charges (other than (x) the write-down of current assets, (y) accrual of liabilities in the ordinary course of business and (z) any non-cash charge representing an accrual or reserve for cash expenses in a future period) for such period,

(8) any expenses or charges incurred in connection with any permitted issuance of Debt, equity securities or any refinancing transactions, and

(9) the amount of any consulting and advisory fees and related expenses paid to affiliates of Sealy prior to consummation of the Transactions, and not continuing after consummation of the Transactions, in an amount not to exceed $4.0 million in any such period, *minus*

(c) without duplication,

(1) all cash payments made during such period on account of non-cash charges added back pursuant to clause (b)(7) above in a previous period, and

(2) to the extent included in determining such Consolidated Net Income, any unusual or non-recurring gains and all non-cash items of income for such period;

all determined on a consolidated basis in accordance with GAAP.

"*Equipment Financing Transaction*" means any arrangement (together with any Refinancings thereof) with any Person pursuant to which the Company or any Restricted Subsidiary Incurs Debt secured by a Lien on equipment or equipment related property of the Company or any Restricted Subsidiary.

"*Equity Offering*" means (i) an underwritten public equity offering of Qualified Capital Stock of the Company pursuant to an effective registration statement under the Securities Act, or any direct or indirect parent company of the Company but only to the extent contributed to the Company in the form of Qualified Capital Stock of the Company or (ii) a private equity offering of Qualified Capital Stock of the Company, or any direct or indirect parent company of the Company but only to the extent contributed to the Company in the form of Qualified Capital Stock of the Company, other than any public offerings registered on Form S-8.

"*Escrow Account*" means a segregated account, under the control of the trustee, that includes only cash, certificates of deposit of the Escrow Agent payable on demand and Government Obligations, free from all Liens other than the Lien in favor of the trustee for the benefit of the holders of the notes and any Lien in favor of the Escrow Agent to secure obligations owed to the Escrow Agent.

"*Escrow Redemption Price*" means 100% of the principal amount of the notes being redeemed, plus accrued and unpaid interest thereon to but excluding the Escrow Redemption Date.

"*Event of Default*" has the meaning set forth under "—Events of Default."

"*Exchange Act*" means the U.S. Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated by the SEC thereunder.

"*Expansion Capital Expenditure*" means any capital expenditure Incurred by the Company or any Restricted Subsidiary in developing, relocating, integrating, remodeling and refurbishing a warehouse, distribution center, store or other facility (other than ordinary course maintenance) for carrying on the business of the Company and its Restricted Subsidiaries that any Officer of the Company determines in good faith will enhance the income generating ability of the warehouse, distribution center, store or other facility.

"*Fair Market Value*" means, with respect to any Property, the price that could be negotiated in an arm's length free market transaction, for cash, between a willing seller and a willing buyer, neither of whom is under undue pressure or compulsion to complete the transaction. For purposes of the covenants described under "—Certain Covenants—Limitation on Restricted Payments" and "—Certain Covenants—Limitation on Asset Sales" and the definitions of "Qualified Receivables Transaction" and "Credit Facilities," Fair Market Value shall be determined, except as otherwise provided,

(a) if the Property has a Fair Market Value equal to or less than $25.0 million, by any Officer of the Company, or

(b) if the Property has a Fair Market Value in excess of $25.0 million, by a majority of the Board of Directors and evidenced by a Board Resolution, dated within 12 months of the relevant transaction, delivered to the trustee.

"*Foreign Restricted Subsidiary*" means any Restricted Subsidiary that is not a Domestic Restricted Subsidiary.

"*GAAP*" means United States generally accepted accounting principles as in effect on the Issue Date, including those set forth in the Accounting Standards Codification of the Financial Accounting Standards Board and in the rules and regulations of the SEC governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Debt shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of Accounting Standards Codification of the Financial Accounting Standards Board 825 and 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) on financial liabilities (including valuing any such Debt in a reduced or bifurcated manner as described therein) shall be disregarded.

"*Governmental Authority*" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

"*Government Obligations*" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America or any country that is a member of the European Union on the Issue Date (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America or such European Union country is pledged and which are not callable or redeemable at the issuer's option.

"*Guarantee*" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Debt of any other Person and any obligation, direct or indirect, contingent or otherwise, of that Person:

(a) to purchase or pay (or advance or supply funds for the purchase or payment of) the Debt of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise), or

(b) entered into for the purpose of assuring in any other manner the obligee against loss in respect thereof (in whole or in part);

provided , however, that the term "Guarantee" shall not include:

(1) endorsements for collection or deposit in the ordinary course of business, or

(2) a contractual commitment by one Person to invest in another Person for so long as the Investment is reasonably expected to constitute a Permitted Investment under clause (a), (b) or (i) of the definition of "Permitted Investment."

The term "Guarantee" used as a verb has a corresponding meaning.

"*Guarantor*" means each Restricted Subsidiary that executes a supplemental indenture in the form attached to the indenture providing for the guarantee of the payment of the notes, or any successor obligor under its Note Guaranty pursuant to "—Certain Covenants—Merger, Consolidation and Sale of Property," in each case unless and until such Guarantor is released from its Note Guaranty pursuant to the indenture.

"*Hedging Obligation*" of any Person means any obligation of that Person pursuant to any Interest Rate Agreement, Currency Exchange Protection Agreement, Commodity Price Protection Agreement or any other similar agreement or arrangement.

"*Incur*" means, with respect to any Debt or other obligation of any Person, to create, issue, incur (by merger, conversion, exchange or otherwise), extend, assume, Guarantee or become liable in respect of that Debt or other obligation or the recording, as required pursuant to GAAP or otherwise, of any Debt or obligation on the balance sheet of that Person (and "Incurrence" and "Incurred" shall have meanings correlative to the foregoing); *provided*, *however*, that a change in GAAP that results in an obligation of that Person that exists at such time, and is not theretofore classified as Debt, becoming Debt shall not be deemed an Incurrence of that Debt; *provided further*, *however*, that any Debt or other obligations of a Person existing at the time the Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by that Subsidiary at the time it becomes a Subsidiary; and *provided further*, *however*, that solely for purposes of determining compliance with "—Certain Covenants—Limitation on Debt," amortization of debt discount or premium shall not be deemed to be the Incurrence of Debt, *provided* that in the case of Debt sold at a discount or at a premium, the amount of the Debt Incurred shall at all times be the aggregate principal amount at Stated Maturity.

"*Independent Financial Advisor*" means an investment banking firm of national standing or any third party appraiser of national standing, *provided* that the firm or appraiser is not an Affiliate of the Company.

"*Independent Investment Banker*" means one of the Reference Treasury Dealers selected by the Company.

"*Interest Rate Agreement*" means, for any Person, any interest rate swap agreement, interest rate option agreement or other similar agreement or arrangement designed to protect against fluctuations in interest rates.

"*Investment*" by any Person means any direct or indirect loan (other than advances to customers and suppliers in the ordinary course of business that are recorded as accounts receivable on the balance sheet of that Person), advance or other extension of credit or capital contribution (by means of transfers of cash or other Property to others or payments for Property or services for the account or use of others, or otherwise) to, or Incurrence of a Guarantee of any obligation of, or purchase or acquisition of Capital Stock, bonds, notes, debentures or other securities or evidence of Debt issued by, any other Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor undertakes any Support Obligation with respect to Debt or other obligations of such other Person. For purposes of the covenants described under "—Certain Covenants—Limitation on Restricted Payments" and "—Certain Covenants— Designation of Restricted and Unrestricted Subsidiaries" and the definition of "Restricted Payment," "Investment" shall include the portion (proportionate to the Company's equity interest in the Subsidiary) of the Fair Market Value of the net assets of any Subsidiary of the Company at the time that the Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of that Subsidiary as a Restricted Subsidiary, the Company shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary of an amount (if positive) equal to:

(a) the Company's "Investment" in that Subsidiary at the time of such redesignation, less

(b) the portion (proportionate to the Company's equity interest in such Subsidiary) of the Fair Market Value of the net assets of that Subsidiary at the time of such redesignation.

In determining the amount of any Investment made by transfer of any Property other than cash, the Property shall be valued at its Fair Market Value at the time of the Investment.

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"*Issue Date*" means the date on which the notes in this offering are initially issued.

"*Lien*" means, with respect to any Property of any Person, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, lien, charge, easement (other than any easement not materially impairing usefulness or marketability), encumbrance, preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever on or with respect to that Property (including any Capital Lease Obligation, conditional sale or other title retention agreement having substantially the same economic effect as any of the foregoing or any Sale and Leaseback Transaction).

"*Moody's*" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"*Net Available Cash*" from any Asset Sale means cash payments received therefrom (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Debt or other obligations relating to the Property that is the subject of that Asset Sale or received in any other non-cash form), in each case net of:

(a) all legal, title and recording tax expenses, commissions and other fees (including, without limitation, brokers' or investment bankers' commissions or fees) and expenses incurred, and all Federal, state, provincial, foreign and local taxes required to be accrued as a liability under GAAP, as a consequence of the Asset Sale,

(b) all payments made on any Debt that is secured by any Property subject to the Asset Sale, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to that Property, or which must by its terms, or in order to obtain a necessary consent to the Asset Sale, or by applicable law, be repaid out of the proceeds from the Asset Sale,

(c) all distributions and other payments required to be made to noncontrolling interest holders in Subsidiaries or joint ventures as a result of the Asset Sale, and

(d) the deduction of appropriate amounts provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the Property disposed in the Asset Sale and retained by the Company or any Restricted Subsidiary after the Asset Sale.

"*Officer*" means the Chief Executive Officer, the Chief Financial Officer, any President, the Chief Accounting Officer, any Senior Vice President or Vice President, the Treasurer or the Secretary of the Company.

"*Officers' Certificate*" means a certificate signed by two Officers of the Company, at least one of whom shall be the principal executive officer, principal financial officer or the principal accounting officer of the Company, and delivered to the trustee.

"*Opinion of Counsel*" means a written opinion from legal counsel who is acceptable to the trustee. The counsel may be an employee of or counsel to the Company or the trustee.

"*Permitted Business*" means any business that is reasonably similar, ancillary, complementary or related to, or a reasonable extension, development or expansion of, the businesses in which the Company and its Restricted Subsidiaries are engaged in on the Issue Date (or with respect to Sealy or any of its Subsidiaries, engaged in on the Escrow Release Date).

"*Permitted Investment*" means any Investment by the Company or a Restricted Subsidiary in:

(a) any Restricted Subsidiary or any Person that will, upon the making of such Investment, become a Restricted Subsidiary, *provided* that the primary business of the Restricted Subsidiary is a Permitted Business;

(b) any Person if as a result of the Investment that Person is merged or consolidated with or into, or transfers or conveys all or substantially all its Property to, the Company or a Restricted Subsidiary, *provided* that the Person's primary business is a Permitted Business;

(c) cash and Temporary Cash Investments;

(d) (i) receivables owing to the Company or a Restricted Subsidiary, (x) if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms or (y) reflecting credit extended to customers who are natural persons to finance the purchase of products of the Company and its Restricted Subsidiaries in an aggregate principal amount not to exceed (A) $15.0 million made in any fiscal year or (B) $40.0 million outstanding at any time; provided, however, that those trade terms may include such concessionary trade terms as the Company or the Restricted Subsidiary deems reasonable under the circumstances; and (ii) Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) payroll, travel and similar advances to cover matters that are expected at the time of those advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(f) loans and advances to directors, officers and employees made in the ordinary course of business or to finance the purchase of Capital Stock of the Company, in compliance with applicable laws and consistent with past practices of the Company or the applicable Restricted Subsidiary, as the case may be, *provided* that those loans and advances do not exceed $20.0 million at any one time outstanding;

(g) stock, obligations or other securities received in settlement of debts created in the ordinary course of business and owing to the Company or a Restricted Subsidiary or in satisfaction of judgments;

(h) any Person to the extent the Investment represents the non-cash portion of the consideration received in connection with an Asset Sale consummated in compliance with the covenant described under "—Certain Covenants—Limitation on Asset Sales";

(i) Hedging Obligations permitted under clauses (f), (g) or (h) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt";

(j) a Receivables Entity or any Investment by a Receivables Entity in any other Person in connection with a Qualified Receivables Transaction, including Investments of funds held in accounts permitted or required by the arrangements governing that Qualified Receivables Transaction or any related Debt; *provided* that any Investment in a Receivables Entity is in the form of a purchase money note, contribution of additional receivables or an equity interest;

(k) customers or suppliers of the Company or any of its Subsidiaries in the form of extensions of credit or transfers of property, to the extent otherwise constituting an Investment, and in the ordinary course of business and any Investments received in the ordinary course of business in satisfaction or partial satisfaction thereof;

(l) any Person if the Investments (or binding commitments in respect thereof) are outstanding on the Issue Date (or, if such Investments or binding commitments are made by Sealy or any of its Subsidiaries, on the Escrow Release Date) and not otherwise described in clauses (a) through (k) above;

(m) any securities, derivative instruments or other Investments of any kind that are acquired and held for the benefit of Company employees in the ordinary course of business pursuant to deferred compensation plans or arrangements approved by the Board of Directors; *provided, however*, that (i) the amount of such Investment represents funds paid or payable in respect of deferred compensation previously included as an expense in the calculation of Consolidated Net Income (and not excluded pursuant to clause (f) of the definition of Consolidated Net Income), and (ii) the terms of such Investment shall not require any additional Investment by the Company or any Restricted Subsidiary;

(n) any Person (other than an Affiliate) in aggregate amount not to exceed the greater of (x) $150.0 million and (y) 21% of Consolidated Net Tangible Assets outstanding at any one time in the aggregate;

(o) any Investment acquired in exchange for shares of Capital Stock of the Company (other than Disqualified Stock); *provided* that the proceeds of such issuance shall be excluded from the definition of Capital Stock Sale Proceeds;

(p) Investments by the Company or any Restricted Subsidiary made in respect of the Danish Tax Assessment; and

(q) any Investment in the Bernalillo County, New Mexico Taxable Fixed Rate Unsecured Industrial Revenue Bonds (Tempur Production USA, Inc. Project), Series 2005B, in the aggregate principal amount of up to $25.0 million Incurred in connection with the Albuquerque IRB Financing.

For the avoidance of doubt, any Investment that is a Permitted Investment hereunder may be transferred to the Company or another Restricted Subsidiary, or exchanged for other assets of the Company or another Restricted Subsidiary.

"*Permitted Liens*" means:

(a) Liens (including, without limitation and to the extent constituting a Lien, negative pledges) to secure Debt in an aggregate principal amount not to exceed the greater of (x) the amount permitted to be Incurred under clause (b) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt," regardless of whether the Company and the Restricted Subsidiaries are actually subject to that covenant at the time the Lien is Incurred and (y) an amount that does not cause the Consolidated Secured Leverage Ratio to exceed 3.25 to 1.0;

(b) Liens for taxes, assessments or governmental charges or levies on the Property of the Company or any Restricted Subsidiary and deposits in respect thereof (including, without limitation, security for bonds and/or amounts deposited to secure the Danish Tax Assessment) if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings promptly instituted and diligently concluded, *provided* that any reserve or other appropriate provision that shall be required in conformity with GAAP shall have been made therefor;

(c) Liens imposed by law, such as carriers', warehousemen's, materialmen's, repairmen's and mechanics' Liens and other similar Liens, on the Property of the Company or any Restricted Subsidiary arising in the ordinary course of business and securing payment of obligations that are not more than 60 days past due or are being contested in good faith and by appropriate proceedings;

(d) Liens on the Property of the Company or any Restricted Subsidiary Incurred in the ordinary course of business to secure performance of obligations with respect to statutory or regulatory requirements, performance or return-of-money bonds, surety bonds or other obligations of a like nature and Incurred in a manner consistent with industry practice, including banker's liens and rights of set-off, in each case which are not Incurred in connection with the borrowing of money, the obtaining of advances or credit or the payment of the deferred purchase price of Property and which do not in the aggregate impair in any material respect the use of Property in the operation of the business of the Company and the Restricted Subsidiaries taken as a whole;

(e) Liens on Property at the time the Company or any Restricted Subsidiary acquired the Property, including any acquisition by means of a merger or consolidation with or into the Company or any Restricted Subsidiary; *provided*, *however*, that any Lien of this kind may not extend to any other Property of the Company or any Restricted Subsidiary; *provided further*, *however*, that the Liens shall not have been Incurred in anticipation of or in connection with the transaction or series of transactions pursuant to which the Property was acquired by the Company or any Restricted Subsidiary;

(f) Liens on the Property of a Person at the time that Person becomes a Restricted Subsidiary; *provided*, *however*, that any Lien of this kind may not extend to any other Property of the Company or any other Restricted Subsidiary that is not a direct Subsidiary of that Person; *provided further*, *however*, that the Lien was not Incurred in anticipation of or in connection with the transaction or series of transactions pursuant to which the Person became a Restricted Subsidiary;

(g) pledges or deposits by the Company or any Restricted Subsidiary under worker's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Debt) or leases to which the Company or any Restricted Subsidiary is party, or deposits to secure public or statutory obligations of the Company or any Restricted Subsidiary, or deposits for the payment of rent, in each case Incurred in the ordinary course of business;

(h) Liens (including, without limitation and to the extent constituting Liens, negative pledges), assignments and pledges of rights to receive premiums, interest or loss payments or otherwise arising in connection with worker's compensation loss portfolio transfer insurance transactions or any insurance or reinsurance agreements pertaining to losses covered by insurance, and Liens (including, without limitation and to the extent constituting Liens, negative pledges) in favor of insurers or reinsurers on pledges or deposits by the Company or any Restricted Subsidiary under workmen's compensation laws, unemployment insurance laws or similar legislation;

(i) Liens of landlords on fixtures, equipment and movable property located on leased premises and utility easements, building restrictions and such other encumbrances or charges against real Property as are of a nature generally existing with respect to properties of a similar character;

(j) Liens arising out of judgments or awards against the Company or a Restricted Subsidiary with respect to which the Company or the Restricted Subsidiary shall then be proceeding with an appeal or other proceeding for review;

(k) Liens in favor of issuers of performance or surety bonds, completion guarantees or letters of credit issued pursuant to the request of and for the account of the Company or a Restricted Subsidiary in the ordinary course of its business, *provided* that these letters of credit do not constitute Debt;

(l) leases or subleases of real property granted by the Company or a Restricted Subsidiary to any other Person and not interfering in any material respect with the business of the Company and its Subsidiaries, taken as a whole;

(m) Liens (including, without limitation and to the extent constituting Liens, negative pledges) on intellectual property arising from intellectual property licenses entered into in the ordinary course of business;

(n) Liens or negative pledges attaching to or related to joint ventures engaged in a Permitted Business, restricting Liens on interests in those joint ventures;

(o) Liens existing on the Issue Date (or with respect to Sealy or any of its Subsidiaries, on the Escrow Release Date) not otherwise described in clauses (a) through (n) above;

(p) Liens securing Debt Incurred pursuant to clause (n) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt" on the Property purchased with the proceeds of such Debt;

(q) Liens not otherwise described in clauses (a) through (p) above on the Property of any Foreign Restricted Subsidiary to secure any Debt permitted to be Incurred by the Foreign Restricted Subsidiary pursuant to the covenant described under "—Certain Covenants—Limitation on Debt";

(r) Liens on the Property of the Company or any Restricted Subsidiary to secure any Refinancing, in whole or in part, of any Debt secured by Liens referred to in clause (e), (f), (o) (other than Liens securing the Convertible Notes) or (p) above; *provided*, *however*, that any Lien of this kind shall be limited to all or part of the same Property that secured the original Lien (together with improvements and accessions to such Property) and the aggregate principal amount of Debt that is secured by the Lien shall not be increased to an amount greater than the sum of:

(1) the outstanding principal amount, or, if greater, the committed amount, of the Debt secured by Liens described under clause (e), (f), (o) or (p) above, as the case may be, at the time the original Lien became a Permitted Lien under the indenture, and

(2) an amount necessary to pay any fees and expenses, including premiums and defeasance costs, incurred by the Company or the Restricted Subsidiary in connection with the Refinancing;

(s) Liens on cash or Temporary Cash Investments held as proceeds of Permitted Refinancing Debt pending the payment, purchase, defeasance or other retirement of the Debt being Refinanced;

(t) Liens not otherwise permitted by clauses (a) through (s) above encumbering assets having an aggregate Fair Market Value not in excess of the greater of (i) $50.0 million and (ii) 7% of Consolidated Net Tangible Assets, as determined based on the consolidated balance sheet of the Company as of the end of the most recent fiscal quarter ending prior to the date the Lien shall be Incurred and for which reports are required to be provided under "—SEC Reports";

(u) Liens securing Hedging Obligations permitted under clause (f), (g) or (h) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt";

(v) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(w) statutory liens arising as a result of contributions deducted from member's pay but not yet due under Canadian pension standards legislation and any employer contributions accrued but not yet due under Canadian pension standards legislation; and

(x) deposits of cash and Liens in respect of the Escrow Account and items on deposit therein and deposits of cash for purposes of effecting the defeasance, discharge or redemption of Debt of Sealy outstanding on the Issue Date (or the Escrow Release Date if the gross proceeds of this offering are placed in an Escrow Account because the Sealy Acquisition does not close on the same date as the closing of this offering) in connection with the Sealy Acquisition.

"*Permitted Refinancing Debt*" means any Debt that Refinances any other Debt, including any successive Refinancings, so long as:

(a) the new Debt is in an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) not in excess of the sum of:

(1) the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding of the Debt being Refinanced, and

(2) an amount necessary to pay any fees and expenses, including premiums and defeasance costs, related to the Refinancing,

(b) the Average Life of the new Debt is equal to or greater than the Average Life of the Debt being Refinanced,

(c) the Stated Maturity of the new Debt is no earlier than the Stated Maturity of the Debt being Refinanced, and

(d) the new Debt shall not be senior in right of payment to the Debt that is being Refinanced;

provided, *however*, that Permitted Refinancing Debt shall not include:

(x) Debt of a Subsidiary that is not a Guarantor that Refinances Debt of the Company or any Guarantor, or

(y) Debt of the Company or a Restricted Subsidiary that Refinances Debt of an Unrestricted Subsidiary.

"*Person*" means any individual, corporation, company (including any limited liability company), association, partnership, joint venture, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"*Preferred Stock*" means any Capital Stock of a Person, however designated, which entitles the holder thereof to a preference with respect to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of that Person, over shares of any other class of Capital Stock issued by that Person.

"*Preferred Stock Dividends*" means all dividends with respect to Preferred Stock of the Company or any Restricted Subsidiary held by Persons other than the Company or a Wholly Owned Restricted Subsidiary. The amount of any dividend of this kind shall be equal to the quotient of the dividend divided by the difference between one and the maximum statutory consolidated federal, state and local income rate (expressed as a decimal number between 1 and 0) then applicable to the issuer of the Preferred Stock.

"*Productive Assets*" means assets (other than securities and inventory) that are used or usable by the Company and its Restricted Subsidiaries in Permitted Businesses.

"*pro forma*" means, with respect to any calculation made or required to be made pursuant to the terms hereof, a calculation performed in accordance with Article 11 of Regulation S-X promulgated under the Securities Act, as interpreted in good faith by a financial or accounting Officer of the Company, together with adjustments that have been certified by a financial or accounting Officer of the Company as having been prepared in good faith based upon reasonable assumptions that are reasonably detailed in such certification.

"*Property*" means, with respect to any Person, any interest of that Person in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including Capital Stock in, and other securities of, any other Person. For purposes of any calculation required pursuant to the indenture, the value of any Property shall be its Fair Market Value.

"*Purchase Money Debt*" means Debt:

(a) consisting of the deferred purchase price of property, conditional sale obligations, obligations under any title retention agreement, other purchase money obligations and obligations in respect of industrial revenue bonds, in each case where the maturity of the Debt does not exceed the anticipated useful life of the Property being financed, and

(b) Incurred to finance the acquisition, construction or lease by the Company or a Restricted Subsidiary of the Property, including additions and improvements thereto;

provided, *however*, that the Debt is Incurred within 365 days after the acquisition, construction or lease of the Property by the Company or Restricted Subsidiary.

"*Qualified Capital Stock*" means any Capital Stock that is not Disqualified Stock.

"*Qualified Cash*" means the sum of (a) 100% of the unrestricted cash of the Company and its Domestic Restricted Subsidiaries and (b) 60% of the unrestricted cash of the Company's Foreign Restricted Subsidiaries, but excluding any such cash that is deposited as set forth under clause (x) of the definition of Permitted Liens.

"*Qualified Receivables Transaction*" means any transaction or series of transactions that may be entered into by the Company or any of its Subsidiaries pursuant to which the Company or any of its Subsidiaries may sell, convey or otherwise transfer to:

(a) a Receivables Entity (in the case of a transfer by the Company or any of its Subsidiaries), and

(b) any other Person (in the case of a transfer by a Receivables Entity),

or may grant a security interest in, any accounts receivable (whether now existing or arising in the future) of the Company or any of its Subsidiaries, and any assets related thereto including, without limitation, all collateral securing those accounts receivable, all contracts and all Guarantees or other obligations in respect of those accounts receivable, proceeds of those accounts receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable; *provided* that:

(1) if the transaction involves a transfer of accounts receivable with Fair Market Value equal to or greater than $25.0 million, the Board of Directors shall have determined in good faith that the Qualified Receivables Transaction is economically fair and reasonable to the Company and the Receivables Entity,

(2) all sales of accounts receivable and related assets to or by the Receivables Entity are made at Fair Market Value, and

(3) the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by the Board of Directors).

The grant of a security interest in any accounts receivable of the Company or any of its Restricted Subsidiaries to secure the Credit Facilities shall not be deemed a Qualified Receivables Transaction.

"*Rating Agencies*" mean Moody's and S&P.

"*Real Estate Financing Transaction*" means any arrangement with any Person pursuant to which the Company or any Restricted Subsidiary Incurs Debt secured by a Lien on real property of the Company or any Restricted Subsidiary and related personal property together with any Refinancings thereof.

"*Receivables Entity*" means a Wholly Owned Subsidiary of the Company (or another Person formed for the purposes of engaging in a Qualified Receivables Transaction with the Company in which the Company or any Subsidiary of the Company makes an Investment and to which the Company or any Subsidiary of the Company transfers accounts receivable and related assets) which engages in no activities other than in connection with the financing of accounts receivable of the Company and its Subsidiaries, all proceeds thereof and all rights (contractual or other), collateral and other assets relating thereto, and any business or activities incidental or related to that business, and (with respect to any Receivables Entity formed after the Issue Date (or with respect to Sealy or any of its Subsidiaries, after the Escrow Release Date)) which is designated by the Board of Directors (as provided below) as a Receivables Entity and

(a) no portion of the Debt or any other obligations (contingent or otherwise) of which

  (1) is Guaranteed by the Company or any Subsidiary of the Company (excluding Guarantees of obligations (other than the principal of, and interest on, Debt) pursuant to Standard Securitization Undertakings),

  (2) is recourse to or obligates the Company or any Subsidiary of the Company in any way other than pursuant to Standard Securitization Undertakings, or

  (3) subjects any property or asset of the Company or any Subsidiary of the Company, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(b) with which neither the Company nor any Subsidiary of the Company has any material contract, agreement, arrangement or understanding other than on terms which the Company reasonably believes to be no less favorable to the Company or the Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Company, and

(c) to which neither the Company nor any Subsidiary of the Company has any obligation to maintain or preserve the entity's financial condition or cause the entity to achieve certain levels of operating results other than pursuant to Standard Securitization Undertakings.

Any designation of this kind by the Board of Directors shall be evidenced to the trustee by filing with the trustee a certified copy of the resolution of the Board of Directors giving effect to the designation and an Officers' Certificate certifying that the designation complied with the foregoing conditions.

"*Reference Treasury Dealer*" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "Primary Treasury Dealer"), the Company shall substitute therefor another Primary Treasury Dealer.

"*Reference Treasury Dealer Quotations*" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m. on the third business day preceding such redemption date.

"*Refinance*" means, in respect of any Debt, to refinance, extend, renew, refund, repay, prepay, repurchase, redeem, defease or retire, or to issue other Debt, in exchange or replacement for, that Debt. "Refinanced" and "Refinancing" shall have correlative meanings.

"*Repay*" means, in respect of any Debt, to repay, prepay, repurchase, redeem, legally defease or otherwise retire that Debt. "Repayment" and "Repaid" shall have correlative meanings. For purposes of the covenants described under "—Certain Covenants—Limitation on Asset Sales" and "—Certain Covenants— Limitation on Debt" and the definition of "Consolidated Fixed Charges Coverage Ratio," Debt shall be considered to have been Repaid only to the extent the related loan commitment, if any, shall have been permanently reduced in connection therewith.

"*Restricted Payment*" means:

(a) any dividend or distribution (whether made in cash, securities or other Property) declared or paid on or with respect to any shares of Capital Stock of the Company or any Restricted Subsidiary (including any payment in connection with any merger or consolidation with or into the Company or any Restricted Subsidiary), except for any dividend or distribution that is made to the Company or the parent of the Restricted Subsidiary or any dividend or distribution payable solely in shares of Capital Stock (other than Disqualified Stock) of the Company;

(b) the purchase, repurchase, redemption, acquisition or retirement for value of any Capital Stock of the Company or any Restricted Subsidiary (other than from the Company or a Restricted Subsidiary) or any securities exchangeable for or convertible into Capital Stock of the Company or any Restricted Subsidiary, including the exercise of any option to exchange any Capital Stock (other than for or into Capital Stock of the Company that is not Disqualified Stock);

(c) the purchase, repurchase, redemption, acquisition or retirement for value, prior to the date for any scheduled maturity, sinking fund or amortization or other installment payment, of any Subordinated Obligation (other than (i) any Subordinated Obligation Incurred under clause (c) of the covenant described under "—Certain Covenants— Limitation on Debt" and (ii) the purchase, repurchase or other acquisition of any Subordinated Obligation purchased in anticipation of satisfying a scheduled maturity, sinking fund or amortization or other installment obligation, in each case under this subclause (ii) due within one year of the date of acquisition);

(d) any Investment (other than Permitted Investments) in any Person; or

(e) the issuance, sale or other disposition of Capital Stock of any Restricted Subsidiary to a Person other than the Company or another Restricted Subsidiary if the result thereof is that the Restricted Subsidiary shall cease to be a Restricted Subsidiary, in which event the amount of the "Restricted Payment" shall be the Fair Market Value of the remaining interest, if any, in the former Restricted Subsidiary held by the Company and the other Restricted Subsidiaries.

"*Restricted Subsidiary*" means any Subsidiary of the Company other than an Unrestricted Subsidiary.

"*S&P*" means Standard & Poor's Ratings Services, a business of Standard & Poor's Financial Services LLC, a subsidiary of The McGraw Hill Companies, Inc., or any successor to the rating agency business thereof.

"*Sale and Leaseback Transaction*" means any direct or indirect arrangement relating to Property now owned or hereafter acquired whereby the Company or a Restricted Subsidiary transfers that Property to another Person and the Company or a Restricted Subsidiary leases it from that other Person together with any Refinancings thereof.

"*Sealy*" means Sealy Corporation, a Delaware Corporation.

"*Sealy Acquisition*" means the acquisition by the Company of 100% of the Capital Stock of Sealy through the merger of Silver Lightning Merger Company, a Delaware corporation, with and into Sealy with Sealy continuing as the surviving corporation in accordance with the Sealy Merger Agreement.

"*Sealy Merger Agreement*" means the Agreement and Plan of Merger (together with all exhibits and schedules thereto) dated as of September 27, 2012 among the Company, Sealy and Silver Lightning Merger Company, a Delaware corporation, to consummate the Sealy Acquisition and the other transactions described therein or related thereto, as in effect on the Issue Date, and as the same may be amended from time to time in accordance with clause (i) under Release Conditions.

"*SEC*" means the U.S. Securities and Exchange Commission.

"*Securities Act* " means the U.S. Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated by the SEC thereunder.

"*Significant Subsidiary*" means any Subsidiary that would be a "Significant Subsidiary" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

"*Standard Securitization Undertakings*" means representations, warranties, covenants and indemnities entered into by the Company or any Subsidiary of the Company which are customary in an accounts receivable securitization transaction involving a comparable company.

"*Stated Maturity*" means, with respect to any security, the date specified in the security as the fixed date on which the payment of principal of the security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of the security at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless that contingency has occurred).

"*Subordinated Obligation*" means any Debt of the Company or the Guarantors (whether outstanding on the Issue Date or thereafter Incurred) that is subordinate or junior in right of payment to the notes pursuant to a written agreement to that effect.

"*Subsidiary*" means, in respect of any Person, any corporation, company (including any limited liability company), association, partnership, joint venture or other business entity of which a majority of the total voting power of the Voting Stock is at the time owned or controlled, directly or indirectly, by:

(a) that Person,

(b) that Person and one or more Subsidiaries of that Person, or

(c) one or more Subsidiaries of that Person.

"*Support Obligation*" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the "*primary obligor*") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Debt or other obligation of the payment or performance of such Debt or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such

Person securing any Debt or other obligation of any other Person, whether or not such Debt or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Debt to obtain any such Lien). The amount of any Support Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Support Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"*Temporary Cash Investments*" means any of the following:

(a) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition,

(b) U.S. dollar denominated time deposits and certificates of deposit of (i) any lender under the Credit Agreement, (ii) any domestic commercial bank of recognized standing having capital and surplus in excess of $500.0 million or (iii) any bank whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof (collectively, an "*Approved Bank*"), in each case with maturities of not more than 364 days from the date of acquisition,

(c) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by, any domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody's and maturing within twelve months of the date of acquisition,

(d) repurchase agreements entered into by any Person with a bank or trust company or recognized securities dealer having capital and surplus in excess of $500.0 million for direct obligations issued by or fully guaranteed by the United States in which such Person shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of at least one hundred percent (100%) of the amount of the repurchase obligations,

(e) Investments (classified in accordance with GAAP as current assets) in money market investment programs registered under the Investment Company Act of 1940 that are administered by reputable financial institutions having capital of at least $500.0 million and the portfolios of which are limited to Investments of the character described in the foregoing subclauses hereof, and

(f) other short-term investments utilized by Foreign Restricted Subsidiaries in accordance with normal investment practices for cash management in investments of a type analogous to the foregoing.

"*Transactions*" means the Sealy Acquisition, the incurrence of the notes and borrowings under the Credit Agreement to finance the Sealy Acquisition, the related debt repayment and payment of fees and expenses related thereto.

"*Treasury Rate*" means, with respect to any redemption date, the rate per annum equal to the yield to maturity of the Comparable Treasury Issue, compounded semi-annually, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"*Unrestricted Subsidiary*" means:

(a) any Subsidiary of the Company that is designated after the Issue Date as an Unrestricted Subsidiary as permitted or required pursuant to the covenant described under "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries" and is not thereafter redesignated as a Restricted Subsidiary as permitted pursuant thereto; and

(b) any Subsidiary of an Unrestricted Subsidiary.

"*Voting Stock*" of any Person means all classes of Capital Stock or other interests (including partnership interests) of that Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

"*Wholly Owned*" means a Subsidiary all the Voting Stock of which (except directors' qualifying shares) is at that time owned, directly or indirectly, by the Company and its other Wholly Owned Restricted Subsidiaries.

THE EXCHANGE OFFER

Purpose of the Exchange Offer

In connection with the issuance of the Original Notes, we entered into a registration rights agreement with the initial purchasers of the Original Notes for the benefit of the holders of the Original Notes, pursuant to which we agreed, among other things, to use our commercially reasonable efforts to file and to have declared effective an exchange offer registration statement under the Securities Act and to consummate an exchange offer.

We are making the exchange offer in reliance on the position of the SEC as set forth in certain no-action letters. However, we have not sought our own no-action letter. Based upon these interpretations by the SEC, we believe that a holder of Exchange Notes who exchanges Original Notes for Exchange Notes in the exchange offer generally may offer the Exchange Notes for resale, sell the Exchange Notes and otherwise transfer the Exchange Notes without further registration under the Securities Act and without delivery of a prospectus that satisfies the requirements of Section 10 of the Securities Act. This does not apply, however, to a holder who is our "affiliate" within the meaning of Rule 405 of the Securities Act. We also believe that a holder may offer, sell or transfer the Exchange Notes only if the holder acknowledges that the holder is acquiring the Exchange Notes in the ordinary course of its business and is not participating, does not intend to participate and has no arrangement or understanding with any person to participate in a distribution of the Exchange Notes.

Any holder of the Original Notes using the exchange offer to participate in a distribution of Exchange Notes also cannot rely on the no-action letters referred to above. Any broker-dealer who holds Original Notes acquired for its own account as a result of market-making activities or other trading activities and who receives Exchange Notes in exchange for such Original Notes pursuant to the exchange offer may be a statutory underwriter, must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes and must acknowledge such delivery requirement. See "Plan of Distribution."

Except as described above, this prospectus may not be used for an offer to resell, resale or other transfer of Exchange Notes.

The exchange offer is not being made to, nor will we accept tenders for exchange from, holders of Original Notes in any jurisdiction in which the exchange offer or the acceptance of it would not be in compliance with the securities or blue sky laws of such jurisdiction.

Terms of the Exchange

Upon the terms and subject to the conditions of the exchange offer we will accept any and all Original Notes validly tendered prior to 5:00 p.m., New York time, on the Expiration Date (as defined below) for the exchange offer. Promptly after the Expiration Date (unless extended as described in this prospectus), we will issue an aggregate principal amount of up to $375,000,000 of Exchange Notes for a like principal amount of outstanding Original Notes tendered and accepted in connection with the exchange offer. The Exchange Notes issued in connection with the exchange offer will be delivered promptly after the Expiration Date. Holders may tender some or all of their Original Notes in connection with the exchange offer, but only in principal amounts of $2,000 or in integral multiples of $1,000 in excess thereof.

The terms of the Exchange Notes will be identical to the terms of the Original Notes, except that the Exchange Notes will have been registered under the Securities Act and the transfer restrictions and registration rights and related additional interest provisions applicable to the Original Notes do not apply to the Exchange Notes. The Exchange Notes will evidence the same debt as the Original Notes and will be issued under the same indenture and be entitled to the same benefits under that Indenture as the Original Notes being exchanged. As of the date of this prospectus, $375,000,000 in aggregate principal amount of the Original Notes are outstanding.

In connection with the issuance of the Original Notes, we arranged for the Original Notes purchased by qualified institutional buyers and those sold in reliance on Regulation S under the Securities Act to be issued and transferable in book-entry form through the facilities of DTC, acting as depositary. Except as described under "Book-Entry, Delivery and Form", Exchange Notes will be issued in the form of a global note registered in the name of DTC or its nominee and each beneficial owner's interest in it will be transferable in book-entry form through DTC. See "Book-Entry, Delivery and Form."

Holders of Original Notes do not have any appraisal or dissenters' rights in connection with the exchange offer. Original Notes that are not tendered for exchange or are tendered but not accepted in connection with the exchange offer will remain outstanding and be entitled to the benefits of the indenture, but certain registration and other rights under the registration rights agreement will terminate and holders of the Original Notes will generally not be entitled to any registration rights under the registration rights agreement. See "—Consequences of Failures to Properly Tender Original Notes in the Exchange Offer."

We shall be considered to have accepted validly tendered Original Notes if and when we have given oral (to be followed by prompt written notice) or written notice to the Exchange Agent (as defined below). The Exchange Agent will act as agent for the tendering holders for the purposes of receiving the Exchange Notes from us.

If any tendered Original Notes are not accepted for exchange because of an invalid tender, the occurrence of certain other events described in this prospectus or otherwise, we will return the Original Notes, without expense, to the tendering holder promptly after the Expiration Date for the Exchange Offer.

Holders who tender Original Notes will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes on exchange of Original Notes in connection with the exchange offer. We will pay all charges and expenses, other than certain applicable taxes described below, in connection with the exchange offer. See—Fees and Expenses."

Expiration Date; Extensions; Amendments

The "Expiration Date" for the exchange offer is 5:00 p.m., New York City time, on , 2013, unless extended by us in our sole discretion, in which case the term "Expiration Date" shall mean the latest date and time to which the exchange offer is extended.

We reserve the right, in our sole discretion:

- to delay accepting any Original Notes, to extend the exchange offer or to terminate the exchange offer if, in our reasonable judgment, any of the conditions described below shall not have been satisfied, by giving oral (to be followed by prompt written notice) or written notice of the delay, extension or termination to the Exchange Agent; or
- to amend the terms of the exchange offer in any manner.

If we amend the exchange offer in a manner that we consider material, we will disclose such amendment by means of a prospectus supplement, and we will extend the Exchange Offer for a period of five to ten business days.

If we determine to extend, amend or terminate the exchange offer, we will publicly announce this determination by making a timely release through an appropriate news agency.

If we delay accepting any Original Notes or terminate the exchange offer, we promptly will pay the consideration offered, or return any Original Notes deposited, pursuant to the exchange offer as required by Rule 14e-l(c).

Interest on Exchange Notes

The Exchange Notes will bear interest at the rate of 6.875% per annum from the most recent date on which interest on the Original Notes has been paid or, if no interest has been paid on such Original Notes, from December 19, 2012. Interest will be payable semiannually on June 15 and December 15 of each year, commencing on June 15, 2013.

Conditions to the Exchange Offer

Notwithstanding any other provisions of the exchange offer, or any extension of the exchange offer, we will not be required to accept for exchange, or to exchange any Exchange Notes for, any Original Notes and we may terminate the exchange offer or, at our option, modify, extend or otherwise amend the exchange offer, if any of the following conditions exist on or prior to the Expiration Date:

(a) no action or event shall have occurred or been threatened, no action shall have been taken, and no statute, rule, regulation, judgment, order, stay, decree or injunction shall have been issued, promulgated, enacted, entered, enforced or deemed to be applicable to the exchange offer or the exchange of Original Notes for Exchange Notes under the exchange offer by or before any court or governmental regulatory or administrative agency, authority, instrumentality or tribunal, including, without limitation, taxing authorities, that either:

  (i) challenges the making of the exchange offer or the exchange of Original Notes for Exchange Notes under the exchange offer or might, directly or indirectly, be expected to prohibit, prevent, restrict or delay consummation of, or might otherwise adversely affect in any material manner, the exchange offer or the exchange of Original Notes for Exchange Notes under the exchange offer; or

  (ii) in our reasonable judgment, could materially adversely affect our (or our subsidiaries') business, condition (financial or otherwise), income, operations, properties, assets, liabilities or prospects or materially impair the contemplated benefits to us of the exchange offer or the exchange of Original Notes for Exchange Notes under the exchange offer;

(b) nothing has occurred or may occur that would or might, in our reasonable judgment, be expected to prohibit, prevent, restrict or delay the exchange offer or impair our ability to realize the anticipated benefits of the exchange offer;

(c) there shall not have occurred (a) any general suspension of or limitation on trading in securities in the United States securities or financial markets, whether or not mandatory, (b) any material adverse change in the prices of the Original Notes that are the subject of the exchange offer, (c) a material impairment in the general trading market for debt securities, (d) a declaration of a banking moratorium or any suspension of payments in respect of banks by federal or state authorities in the United States, whether or not mandatory, (e) a commencement of a war, armed hostilities, a terrorist act or other national or international calamity directly or indirectly relating to the United States, (f) any limitation, whether or not mandatory, by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States, (g) any catastrophic event caused by meteorological, geothermal or geophysical occurrences or other acts of God that would reasonably be expected to have a material adverse effect on us or our affiliates' or subsidiaries' business, operations, condition or prospects, (h) any material adverse change in the securities or financial markets in the United States generally (i) in the case of any of the foregoing existing at the time of the commencement of the exchange offer, a material acceleration or worsening thereof or (j) any other change or development, including a prospective change or development, in general economic, financial, monetary or market conditions that, in our reasonable judgment, has or may have a material adverse effect on the market price or trading of the Exchange Notes; and

(d) the trustee with respect to the indenture for the Original Notes that are the subject of the exchange offer and the Exchange Notes to be issued in the exchange offer shall not have been directed by any holders of Original Notes to object in any respect to, nor take any action that could, in our reasonable judgment, adversely affect the consummation of the exchange offer or the exchange of Original Notes for Exchange Notes under the exchange offer, nor shall the trustee have taken any action that challenges the validity or effectiveness of the procedures used by us in making the exchange offer or the exchange of Original Notes for Exchange Notes under the exchange offer.

The foregoing conditions are for our sole benefit and may be waived by us, in whole or in part, in our absolute discretion. Any determination made by us concerning an event, development or circumstance described or referred to above will be conclusive and binding.

If any of the foregoing conditions are not satisfied, we may, at any time on or prior to the Expiration Date:

- terminate the exchange offer and promptly return all tendered Original Notes to the respective tendering holders;
- modify, extend or otherwise amend the exchange offer and retain all tendered Original Notes until the Expiration Date, as extended, subject, however, to the withdrawal rights of holders; or
- waive the unsatisfied conditions with respect to the exchange offer and accept all Original Notes tendered and not previously validly withdrawn.

In addition, subject to applicable law, we may in our absolute discretion terminate the exchange offer for any other reason.

Effect of Tender

Any tender by a holder, and our subsequent acceptance of that tender, of Original Notes will constitute a binding agreement between that holder and us upon the terms and subject to the conditions of the Exchange Offer described in this prospectus and in the letter of transmittal. The participation in the exchange offer by a tendering holder of Original Notes will constitute the agreement by that holder to deliver good and marketable title to the tendered Original Notes, free and clear of any and all liens, restrictions, charges, pledges, security interests, encumbrances or rights of any kind of third parties.

Absence of Dissenters' Rights

Holders of the Original Notes do not have any appraisal or dissenters' rights in connection with the exchange offer.

Procedures for Tendering

If you wish to participate in the exchange offer and your Original Notes are held by a custodial entity such as a bank, broker, dealer, trust company or other nominee, you must instruct that custodial entity to tender your Original Notes on your behalf pursuant to the procedures of that custodial entity. Please ensure you contact your custodial entity as soon as possible to give them sufficient time to meet your requested deadline.

To participate in the Exchange Offer, you must either:

- complete, sign and date a letter of transmittal, or a facsimile thereof, in accordance with the instructions in the letter of transmittal, including guaranteeing the signatures to the letter of transmittal, if required, and mail or otherwise deliver the letter of transmittal or a facsimile thereof, together with the certificates representing your Original Notes specified in the letter of transmittal, to the Exchange Agent at the address listed in the letter of transmittal, for receipt on or prior to the Expiration Date; or

- comply with the Automated Tender Offer Program, or ATOP, procedures for book-entry transfer described below on or prior to the Expiration Date; or
- the holder must comply, on or before the expiration date, with the guaranteed delivery procedures described below under "— Guaranteed Delivery Procedures."

The Exchange Agent and DTC have confirmed that the exchange offer is eligible for ATOP with respect to book-entry notes held through DTC. The letter of transmittal, or a facsimile thereof, with any required signature guarantees, or, in the case of book-entry transfer, an agent's message in lieu of the letter of transmittal, and any other required documents, must be transmitted to and received by the Exchange Agent on or prior to the Expiration Date at its address set forth below under the caption "Exchange Agent." Original Notes will not be deemed to have been tendered until the letter of transmittal and signature guarantees, if any, or agent's message, is received by the Exchange Agent.

The method of delivery of Original Notes, the letter of transmittal and all other required documents to the Exchange Agent is at the election and risk of the holders. Instead of delivery by mail, we recommend that holders use an overnight or hand delivery service, properly insured. In all cases, sufficient time should be allowed to assure delivery to and receipt by the Exchange Agent on or prior to the Expiration Date. **Do not send the letter of transmittal or any Original Notes to anyone other than the Exchange Agent.**

If you are tendering your Original Notes in exchange for Exchange Notes and anticipate delivering your letter of transmittal and other documents other than through DTC, we urge you to contact promptly a bank, broker or other intermediary that has the capability to hold notes custodially through DTC to arrange for receipt of any Original Notes to be delivered pursuant to the exchange offer and to obtain the information necessary to provide the required DTC participant with account information in the letter of transmittal.

If you are a beneficial owner which holds Original Notes through Euroclear (as defined below) or Clearstream (as defined below) and wish to tender your Original Notes, you must instruct Euroclear or Clearstream, as the case may be, to block the account in respect of the tendered Original Notes in accordance with the procedures established by Euroclear or Clearstream. You are encouraged to contact Euroclear and Clearstream directly to ascertain their procedure for tendering Original Notes.

Book-Entry Delivery Procedures for Tendering Original Notes Held with DTC

If you wish to tender Original Notes held on your behalf by a nominee with DTC, you must:

- inform your nominee of your interest in tendering your Original Notes pursuant to the exchange offer; and
- instruct your nominee to tender all Original Notes you wish to be tendered in the exchange offer into the Exchange Agent's account at DTC on or prior to the Expiration Date.

Any financial institution that is a nominee in DTC, including Euroclear and Clearstream, must tender Original Notes by effecting a book-entry transfer of Original Notes to be tendered in the exchange offer into the account of the Exchange Agent at DTC by electronically transmitting its acceptance of the exchange offer through the ATOP procedures for transfer. DTC will then verify the acceptance, execute a book-entry delivery to the Exchange Agent's account at DTC and send an agent's message to the Exchange Agent. An "agent's message" is a message, transmitted by DTC to, and received by, the Exchange Agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgement from an organization that participates in DTC (a "participant"), tendering Original Notes that the participant has received and agrees to be bound by the terms of the letter of transmittal and that we may enforce the agreement against the participant. A letter of transmittal need not accompany tenders effected through ATOP.

Proper Execution and Delivery of the Letter of Transmittal

Signatures on a letter of transmittal or notice of withdrawal described under "—Withdrawal of Tenders", as the case may be, must be guaranteed by an eligible institution unless the Original Notes tendered pursuant to the letter of transmittal are tendered for the account of an eligible institution. An "eligible institution" is one of the following firms or other entities identified in Rule 17 Ad-15 under the Exchange Act (as the terms are used in Rule 17 Ad-15):

- a bank;
- a broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer or government securities broker;
- a credit union;
- a national securities exchange, registered securities association or clearing agency; or
- a savings institution that is a participant in a Securities Transfer Association recognized program.

If signatures on a letter of transmittal or notice of withdrawal are required to be guaranteed, that guarantee must be made by an eligible institution.

If the letter of transmittal is signed by the holders of Original Notes tendered thereby, the signatures must correspond with the names as written on the face of the Original Notes without any change whatsoever. If any of the Original Notes tendered thereby are held by two or more holders, each holder must sign the letter of transmittal. If any of the Original Notes tendered thereby are registered in different names on different Original Notes, it will be necessary to complete, sign and submit as many separate letters of transmittal, and any accompanying documents, as there are different registrations of certificates.

If Original Notes that are not tendered for exchange pursuant to the Exchange Offer are to be returned to a person other than the tendering holder, certificates for those Original Notes must be endorsed or accompanied by an appropriate instrument of transfer, signed exactly as the name of the registered owner appears on the certificates, with the signatures on the certificates or instruments of transfer guaranteed by an eligible institution.

If the letter of transmittal is signed by a person other than the holder of any Original Notes listed in the letter of transmittal, those Original Notes must be properly endorsed or accompanied by a properly completed bond power, signed by the holder exactly as the holder's name appears on those Original Notes. If the letter of transmittal or any Original Notes, bond powers or other instruments of transfer are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, those persons should so indicate when signing, and, unless waived by us, evidence satisfactory to us of their authority to so act must be submitted with the letter of transmittal.

No alternative, conditional, irregular or contingent tenders will be accepted. By executing the letter of transmittal, or facsimile thereof, the tendering holders of Original Notes waive any right to receive any notice of the acceptance for exchange of their Original Notes. Tendering holders should indicate in the applicable box in the letter of transmittal the name and address to which payments and/or substitute certificates evidencing Original Notes for amounts not tendered or not exchanged are to be issued or sent, if different from the name and address of the person signing the letter of transmittal. If those instructions are not given, Original Notes not tendered or exchanged will be returned to the tendering holder.

All questions as to the validity, form, eligibility, including time of receipt, and acceptance and withdrawal of tendered Original Notes will be determined by us in our absolute discretion, which determination will be final and binding. We reserve the absolute right to reject any and all tendered Original Notes determined

by us not to be in proper form or not to be tendered properly or any tendered Original Notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive, in our absolute discretion, any defects, irregularities or conditions of tender as to particular Original Notes, whether or not waived in the case of other Original Notes. Our interpretation of the terms and conditions of the exchange offer, including the terms and instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Original Notes must be cured within the time we determine. Although we intend to notify holders of defects or irregularities with respect to tenders of Original Notes, neither we, the Exchange Agent nor any other person will be under any duty to give that notification or shall incur any liability for failure to give that notification. Tenders of Original Notes will not be deemed to have been made until any defects or irregularities therein have been cured or waived.

Any holder whose Original Notes have been mutilated, lost, stolen or destroyed will be responsible for obtaining replacement securities or for arranging for indemnification with the trustee of the Original Notes. Holders may contact the Exchange Agent for assistance with these matters.

In addition, we reserve the right, as set forth above under the caption "—Conditions to the Exchange Offer", to terminate the exchange offer. By tendering, each holder represents and acknowledges to us, among other things, that:

- it has full power and authority to tender, exchange, sell, assign and transfer the Original Notes it is tendering and that we will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim when the same are accepted by us;
- the Exchange Notes acquired in connection with the exchange offer are being obtained in the ordinary course of business of the person receiving the Exchange Notes;
- at the time of commencement of the exchange offer it is not engaged in, and does not intend to engage in, and has no arrangement or understanding with any person to participate in a distribution (within the meaning Securities Act) of such Exchange Notes;
- it is not an "affiliate" (as defined in Rule 405 under the Securities Act) of the Company; and
- if the holder is a broker-dealer, it is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes, and it will receive Exchange Notes for its own account in exchange for Original Notes that were acquired by such broker-dealer as a result of market-making activities or other trading activities and it will be required to acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. See "Plan of Distribution."

Guaranteed Delivery Procedures

If you desire to tender your Original Notes and your Original Notes are not immediately available, time will not permit your Original Notes or other required documents to reach the Exchange Agent before the time of expiration or you cannot complete the procedure for book-entry on a timely basis, you may tender if:

- you tender through an eligible institution;
- on or prior to 5:00 p.m., New York City time, on the Expiration Date, the Exchange Agent receives from an eligible institution, a written or facsimile copy of a properly completed and duly executed letter of transmittal and notice of guaranteed delivery, substantially in the form provided by us; and
- the certificates for all certificated Original Notes, in proper form for transfer, or a book-entry confirmation, and all other documents required by the letter of transmittal, are received by the Exchange Agent within three New York Stock Exchange trading days after the date of execution of the notice of guaranteed delivery.

The notice of guaranteed delivery may be sent by facsimile transmission, mail or hand delivery.

The notice of guaranteed delivery must set forth:

- your name and address;
- the amount of Original Notes you are tendering; and
- a statement that your tender is being made by the notice of guaranteed delivery and that you guarantee that within three New York Stock Exchange trading days after the execution of the notice of guaranteed delivery, the eligible institution will deliver the following documents to the Exchange Agent: (a) the certificates of all certificated Original Notes being tendered, in proper form for transfer or a book entry confirmation of tender; (b) a written or facsimile copy of the letter of transmittal, or a book-entry confirmation instead of the letter of transmittal; and (c) any other document required by the letter of transmittal.

Withdrawal of Tenders

Tenders of Original Notes in the exchange offer may be validly withdrawn at any time prior to the Expiration Date.

For a withdrawal of a tender to be effective, a written or facsimile transmission notice of withdrawal must be received by the Exchange Agent prior to the Expiration Date at its address set forth below under the caption “Exchange Agent.” The withdrawal notice must:

- specify the name of the tendering holder of Original Notes;
- bear a description, including the series, of the Original Notes to be withdrawn;
- specify, in the case of Original Notes tendered by delivery of certificates for those Original Notes, the certificate numbers shown on the particular certificates evidencing those Original Notes;
- specify the aggregate principal amount represented by those Original Notes;
- specify, in the case of Original Notes tendered by delivery of certificates for those Original Notes, the name of the registered holder, if different from that of the tendering holder, or specify, in the case of Original Notes tendered by book-entry transfer, the name and number of the account at DTC to be credited with the withdrawn Original Notes; and
- be signed by the holder of those Original Notes in the same manner as the original signature on the letter of transmittal, including any required signature guarantees, or be accompanied by evidence satisfactory to us that the person withdrawing the tender has succeeded to the beneficial ownership of those Original Notes.

The signature on any notice of withdrawal must be guaranteed by an eligible institution, unless the Original Notes have been tendered for the account of an eligible institution.

Withdrawal of tenders of Original Notes may not be rescinded, and any Original Notes validly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Exchange Offer. Validly withdrawn Original Notes may, however, be re-tendered by again following one of the procedures described in “—Procedures for Tendering” on or prior to the Expiration Date.

Exchange Agent

The Bank of New York Mellon Trust Company, N .A. has been appointed as “Exchange Agent” in connection with the Exchange Offer. Questions and requests for assistance, as well as requests for additional copies of this prospectus or of the letter of transmittal, should be directed to the Exchange Agent at its offices at The Bank of

New York Mellon Trust Company, N.A., as Exchange Agent, c/o The Bank of New York Mellon Corporation, Corporate Trust Operations-Reorganization Unit, Ill Sanders Creek Parkway, East Syracuse, NY 13057. The Exchange Agent's telephone number is (315) 414-3360 and facsimile number is (732) 667-9408.

Fees and Expenses

We will not make any payment to brokers, dealers or others soliciting acceptances of the exchange offer. We will pay certain other expenses to be incurred in connection with the exchange offer, including the fees and expenses of the Exchange Agent and certain accountant and legal fees.

Holders who tender their Original Notes for exchange will not be obligated to pay transfer taxes. If however:

- Exchange Notes are to be delivered to, or issued in the name of, any person other than the registered holder of the Original Notes tendered;
- tendered Original Notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of Original Notes in connection with the exchange offer; then the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. lf satisfactory evidence of payment of such taxes or exemption from them is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to the tendering holder.

Accounting Treatment

The Exchange Notes will be recorded at the same carrying value as the Original Notes as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes upon the completion of the exchange offer. The expenses of the exchange offer that we pay will increase our deferred financing costs in accordance with GAAP.

Consequences of Failures to Properly Tender Original Notes in the Exchange Offer

Issuance of the Exchange Notes in exchange for the Original Notes under the exchange offer will be made only after timely receipt by the Exchange Agent of a properly completed and duly executed letter of transmittal (or an agent's message from DTC) and the certificate(s) representing such Original Notes (or confirmation of book-entry transfer), and all other required documents. Therefore, holders of the Original Notes desiring to tender such Original Notes in exchange for Exchange Notes should allow sufficient time to ensure timely delivery. We are under no duty to give notification of defects or irregularities of tenders of Original Notes for exchange. Original Notes that are not tendered or that are tendered but not accepted by us will, following completion of the exchange offer, continue to be subject to the existing restrictions upon transfer thereof under the Securities Act, and, upon completion of the exchange offer, certain registration rights under the registration rights agreement will terminate.

In the event the exchange offer is completed, we generally will not be required to register the remaining Original Notes, subject to limited exceptions. Remaining Original Notes will continue to be subject to the following restrictions on transfer:

- the remaining Original Notes may be resold only if registered pursuant to the Securities Act, if any exemption from registration is available, or if neither such registration nor such exemption is required by law; and
- the remaining Original Notes will bear a legend restricting transfer in the absence of registration or an exemption.

We do not currently anticipate that we will register the remaining Original Notes under the Securities Act. To the extent that Original Notes are tendered and accepted in connection with the exchange offer, any trading market for remaining Original Notes could be adversely affected. See "Risk Factors—Risks Relating to the Exchange Offer—If you fail to exchange your Original Notes, they will continue to be restricted securities and may become less liquid."

BOOK-ENTRY, DELIVERY AND FORM

General

Initially, the Exchange Notes will be represented by one or more registered notes in global form, without interest coupons (collectively, the "Global Notes"). The Global Notes will be deposited on the issue date with, or on behalf of, DTC and registered in the name of Cede & Co., as nominee of DTC, or will remain with the trustee as custodian for DTC.

DTC holds interests in the Global Notes on behalf of its participants through customers' securities accounts in their respective names on the books of their respective depositaries. Except under the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of certificated notes.

Book-Entry Interests will be shown on, and transfers thereof will be done only through, records maintained in book-entry form by DTC and its participants. The laws of some jurisdictions, including certain states of the U.S., may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may impair your ability to own, transfer or pledge Book-Entry Interests. In addition, while the notes are in global form, holders of Book-Entry Interests are not considered the owners or "holders" of notes for any purpose.

So long as the notes are held in global form, DTC (or its nominees) will be considered the sole holders of Global Notes for all purposes under the indenture governing the notes. In addition, participants in DTC must rely on the procedures of DTC and indirect participants must rely on the procedures of DTC and the participants through which they own Book-Entry Interests, to transfer their interests or to exercise any rights of holders under the indenture.

Neither we nor the trustee has any responsibility or liability for any aspect of the records relating to the Book-Entry Interests.

Redemption of the Global Notes

In the event any Global Note (or any portion thereof) is redeemed, DTC (or its nominees) will redeem an equal amount of the Book-Entry Interests in such Global Note from the amount received by it in respect of the redemption of such Global Note. The redemption price payable in connection with the redemption of such Book- Entry Interests will be equal to the amount received by DTC in connection with the redemption of such Global Note (or any portion thereof). We understand that, under existing practices of DTC, if fewer than all of the notes are to be redeemed at any time, DTC will credit its participants' accounts on a proportionate basis (with adjustments to prevent fractions) or by lot or on such other basis as they deem fair and appropriate; *provided, however*, that no Book-Entry Interest of $2,000 principal amount or less may be redeemed in part.

Payments on Global Notes

We will make payments of any amounts owing in respect of the Global Notes (including principal, premium, if any, and interest) to DTC or its nominee, which will distribute such payments to participants in accordance with its procedures. We will make payments of all such amounts without deduction or withholding

for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature except as may be required by law. We expect that standing customer instructions and customary practices will govern payments by participants to owners of Book-Entry Interests held through such participants.

Under the terms of the indenture, we and the trustee will treat the registered holders of the Global Notes (i.e., DTC (or its nominees)) as the owners thereof for the purpose of receiving payments and for all other purposes. Consequently, neither we, the trustee nor any of their respective agents has or will have any responsibility or liability for:

- any aspect of the records of DTC or any participant or indirect participant relating to payments made on account of a Book-Entry Interest or for maintaining, supervising or reviewing the records of DTC, or any participant or indirect participant relating to, or payments made on account of, a Book-Entry Interest; or
- DTC or any participant or indirect participant.

Payments by participants to owners of Book-Entry Interests held through participants are the responsibility of such participants.

Currency of Payment for the Global Notes

Except as may otherwise be agreed between DTC and any holder, the principal of, premium, if any, and interest on, and all other amounts payable in respect of, the Global Notes will be paid to holders of interests in such notes (the "DTC Holders") through DTC in U.S. dollars.

Payments will be subject in all cases to any fiscal or other laws and regulations (including any regulations of the applicable clearing system) applicable thereto. Neither we, the trustee, the initial purchasers nor any of their respective agents will be liable to any holder of a Global Note or any other person for any commissions, costs, losses or expenses in relation to or resulting from any currency conversion or rounding effected in connection with any such payment.

Action by Owners of Book-Entry Interests

DTC has advised us that it will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account the Book-Entry Interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of notes as to which such participant or participants has or have given such direction. DTC will not exercise any discretion in the granting of consents, waivers or the taking of any other action in respect of the Global Notes. However, if there is an event of default under the notes, DTC reserves the right to exchange the Global Notes for definitive registered notes in certificated form (the "Definitive Registered Notes"), and to distribute Definitive Registered Notes to its participants. See "—Definitive Registered Notes."

Transfers

Transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants, which rules and procedures may change from time to time.

Any Book-Entry Interest in one of the Global Notes that is transferred to a person who takes delivery in the form of a Book-Entry Interest in any other Global Note of the same series will, upon transfer, cease to be a Book-Entry Interest in the first-mentioned Global Note and become a Book-Entry Interest in such other Global Note, and accordingly will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in such other Global Note for as long as it remains such a Book-Entry Interest.

Definitive Registered Notes

Under the terms of the indenture, owners of the Book-Entry Interests will receive Definitive Registered Notes:

- if DTC notifies us that it is unwilling or unable to continue as depositary for the Global Notes, or DTC ceases to be a clearing agency registered under the Exchange Act and, in either case, a qualified successor depositary is not appointed by us within 120 days; or
- if an event of default under the indenture occurred or is continuing and the owner of a Book-Entry Interest requests such exchange in writing delivered through DTC.

In the case of the issuance of Definitive Registered Notes, the holder of a Definitive Registered Note may transfer such note by surrendering it to the registrar. In the event of a partial transfer or a partial redemption of a holding of Definitive Registered Notes represented by one Definitive Registered Note, a Definitive Registered Note shall be issued to the transferee in respect of the part transferred, and a new Definitive Registered Note in respect of the balance of the holding not transferred or redeemed shall be issued to the transferor or the holder, as applicable; *provided* that no Definitive Registered Note in a denomination less than $2,000 shall be issued. We will bear the cost of preparing, printing, packaging and delivering the Definitive Registered Notes.

We shall not be required to register the transfer or exchange of Definitive Registered Notes for a period of 15 calendar days preceding (a) the record date for any payment of interest on the notes, (b) any date fixed for redemption of the notes or (c) the date fixed for selection of the notes to be redeemed in part. Also, we are not required to register the transfer or exchange of any notes selected for redemption. In the event of the transfer of any Definitive Registered Note, the transfer agent may require a holder, among other things, to furnish appropriate endorsements and transfer documents as described in the indenture. We may require a holder to pay any taxes and fees required by law and permitted by the indenture and the notes.

If Definitive Registered Notes are issued and a holder thereof claims that such Definitive Registered Notes have been lost, destroyed or wrongfully taken or if such Definitive Registered Notes are mutilated and are surrendered to the registrar or at the office of a transfer agent, we shall issue and the trustee shall authenticate a replacement Definitive Registered Note if the trustee's and our requirements are met. The trustee or we may require a holder requesting replacement of a Definitive Registered Note to furnish an indemnity bond sufficient in the judgment of both the trustee and us to protect us, the trustee or the paying agent appointed pursuant to the indenture from any loss which any of them may suffer if a Definitive Registered Note is replaced. We may charge for our expenses in replacing a Definitive Registered Note.

In case any such mutilated, destroyed, lost or stolen Definitive Registered Note has become or is about to become due and payable, or is about to be redeemed or purchased by us pursuant to the provisions of the indenture, we in our discretion may, instead of issuing a new Definitive Registered Note, pay, redeem or purchase such Definitive Registered Note, as the case may be.

Definitive Registered Notes may be transferred and exchanged for Book-Entry Interests in a Global Note only in accordance with the indenture and, if required, only after the transferor first delivers to the transfer agent a written certification (in the form provided in the indenture) to the effect that such transfer will comply with the transfer restrictions applicable to such notes. See "Notice to Investors."

Information Concerning DTC

The following description of the operations and procedures of DTC is provided solely as a matter of convenience. These operations and procedures are solely within the control of DTC and are subject to change by DTC at any time. We take no responsibility for these operations and procedures and urge investors to contact DTC or its participants directly to discuss these matters.

We understand as follows with respect to DTC:

DTC is:

- a limited purpose trust company organized under the Banking Law of the State of New York;
- a "banking organization" under the Banking Law of the State of New York;
- a member of the Federal Reserve System;
- a "clearing corporation" within the meaning of the New York Uniform Commercial Code; and
- a "clearing agency" registered under Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of transactions among its participants. It does this through electronic book-entry changes in the accounts of securities participants, eliminating the need for physical movement of securities certificates. DTC participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC's owners are NYSE Euronext, the Financial Industry Regulatory Authority, Inc. and a number of its direct participants. Others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a direct participant also have access to the DTC system and are known as indirect participants.

Because DTC can only act on behalf of participants, who in turn act on behalf of indirect participants and certain banks, the ability of an owner of a beneficial interest to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest, may be limited by the lack of a definitive certificate for that interest. The laws of some states require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests to such persons may be limited. In addition, owners of beneficial interests through the DTC system will receive distributions attributable to the Global Notes only through DTC participants.

Global Clearance and Settlement Under the Book-Entry System

The notes are expected to trade in DTC's Same-Day Funds Settlement System and any permitted secondary market trading activity in the notes will, therefore, be required by DTC to be settled in immediately available funds. Subject to compliance with the transfer restrictions applicable to the Global Notes, cross-market transfers of Book-Entry Interests in the notes between the participants in DTC will be done through DTC in accordance with DTC's rules.

Although DTC is expected to follow the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants in DTC, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Company, the trustee, the initial purchasers, the registrar, any transfer agent or any paying agent will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

CERTAIN MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following general discussion summarizes certain material U.S. federal income tax considerations that may be relevant to the exchange of Original Notes for registered notes and the ownership and disposition of the registered notes by holders who purchased Original Notes for cash at their original issuance at their "issue price" (i.e. the first price at which a substantial amount of the notes is sold to the public, excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of initial purchasers). References to the "notes" in this section of the prospectus include both the Original Notes and the registered notes, unless the context otherwise requires. This discussion is based upon the Internal Revenue Code of 1986, as amended, (the "Code"), regulations of the Treasury Department ("Treasury Regulations"), Internal Revenue Service (the "IRS") rulings and pronouncements, and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). We have not and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance that the IRS will not take positions concerning the tax consequences of the purchase, exchange, ownership or disposition of the notes which are different from those discussed below.

This discussion is a summary for general information only and does not consider all aspects of U.S. federal income taxation that may be relevant to the purchase, exchange, ownership and disposition of the registered notes. In addition, this discussion is limited to the U.S. federal income tax consequences to initial holders who exchange Original Notes for registered notes in this exchange offer, and who hold the registered notes as capital assets (generally, property held for investment). It does not describe any tax consequences arising out of the tax laws of any state, local or foreign jurisdiction, any estate or gift tax consequences, or the U.S. federal income tax consequences to investors subject to special treatment under the U.S. federal income tax laws, such as:

- dealers in securities or foreign currency;
- tax-exempt entities;
- banks;
- thrifts;
- regulated investment companies;
- real estate investment trusts;
- traders in securities that have elected the mark-to-market method of accounting for their securities;
- insurance companies;
- persons that hold notes as part of a "straddle," a "hedge" or a "conversion transaction" or other risk reduction transaction;
- persons liable for alternative minimum tax;
- U.S. expatriates;
- U.S. holders (defined below) that have a "functional currency" other than the U.S. dollar;
- pass-through entities (e.g., partnerships) or investors who hold the notes through pass-through entities;
- passive foreign investment companies; and
- controlled foreign corporations.

If a partnership, including any entity or arrangement that is treated as a partnership for U.S. federal income tax purposes, is a beneficial owner of registered notes, the treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. If you are a partner in a
partnership that is considering the exchange of Original Notes for registered notes, you should consult with your tax advisor.

The discussion below is based upon the provisions of the Code, existing and proposed Treasury regulations promulgated thereunder, and rulings, judicial decisions and administrative interpretations thereunder, in effect as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those discussed below.

Additional Amounts

In certain circumstances (see "Description of Exchange Notes — Optional Redemption"), we may be obligated to pay an amount in excess of 100% of the principal amount of the notes (plus accrued interest thereon and Applicable Premium). Under applicable Treasury Regulations, the possibility that such amounts will be paid will not affect the amount, timing or character of income recognized by a U.S. holder with respect to the notes if, as of the date the notes were issued, there is only a remote chance that such an amount will be paid, the amount is incidental or certain other exceptions apply. We intend to treat these payment contingencies as not affecting the amount, timing or character of income recognized by a U.S. holder with respect to the notes, and the remainder of this summary assumes such treatment. Our treatment of these payment contingencies is binding on holders except for a holder that discloses its contrary position in the manner required by applicable Treasury Regulations. Our treatment of these payment contingencies is not, however, binding on the IRS, and if the IRS were to challenge such treatment, a U.S. holder might be required to accrue income on its notes in excess of stated interest, and to treat as ordinary income rather than capital gain any gain realized on the taxable disposition of a note before the resolution of such contingencies.

IF YOU ARE CONSIDERING EXCHANGING ORIGINAL NOTES FOR REGISTERED NOTES, WE URGE YOU TO PLEASE CONSULT YOUR TAX ADVISOR ABOUT THE PARTICULAR U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE EXCHANGE, OWNERSHIP AND DISPOSITION OF THE NOTES, AND THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO YOUR PARTICULAR SITUATION.

Consequences To U.S. Holders

U.S. Holders

A "U.S. holder" is a beneficial owner of notes that, for U.S. federal income tax purposes, is:

- an individual who is a citizen or resident of the United States;
- a corporation or other entity subject to tax as a corporation created or organized under the laws of the United States, any of its states or the District of Columbia;
- an estate if its income is subject to U.S. federal income taxation, regardless of its source; or
- a trust if a U.S. court is able to exercise primary supervision over administration of the trust and one or more United States persons have authority to control all substantial decisions of the trust, or that has validly elected to continue to be treated as a domestic trust.

Consequences of Tendering Notes

The exchange of Original Notes for registered notes in the exchange offer should not constitute a material modification of the terms of the Original Notes and therefore would not constitute a taxable event for federal income tax purposes. Accordingly, the exchange of Original Notes for registered notes would have no federal income tax consequences to a U.S. Holder. For example, there would be no change in your tax basis and your holding period would carry over to the registered notes. In addition, the federal income tax consequences of holding and disposing of your registered notes would be the same as those applicable to your Original Notes.

Sale or Other Disposition of Notes

You generally must recognize taxable gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a note. The amount of your gain or loss equals the difference between the sum of the amount of cash plus the fair market value of all other property you receive for the note (to the extent such amount does not represent accrued but unpaid interest, which will be treated as such), minus your adjusted tax basis in the note. Your initial tax basis in a note generally is the price you paid for the note. Any such gain or loss on a taxable disposition of a note will generally constitute capital gain or loss and will be long-term capital gain or loss if you hold such note for more than one year. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding

Information reporting may apply to payments of interest on, or the proceeds of the sale or other disposition of, notes held by you, and backup withholding generally will apply unless you provide us or the appropriate intermediary with a taxpayer identification number, certified under penalties of perjury, and comply with certain certification procedures, or you otherwise establish an exemption from backup withholding. U.S. backup withholding is not an additional tax. Any amount withheld under the backup withholding rules is allowable as a credit against your U.S. federal income tax liability, if any, and a refund may be obtained if the amounts withheld exceed your actual U.S. federal income tax liability and you provide the required information or appropriate claim form to the IRS.

Recent Legislation Relating to Net Investment Income

Recently-enacted legislation imposes a 3.8% tax on the “net investment income” of certain United States individuals and on the undistributed “net investment income” of certain estates and trusts. Among other items, “net investment income” generally includes interest and certain net gain from the disposition of property, less certain deductions. U.S. Holders should consult their tax advisors with respect to the tax consequences of the legislation described above.

Non-U.S. Holders

You are a non-U.S. holder for purposes of this discussion if you are a beneficial owner of notes and are for U.S. federal income tax purposes an individual, corporation, estate or trust that is not a U.S. holder.

Exchange Offer

The tax consequences of the exchange offer to non-U.S. holders are the same as described under the heading “U.S. Holders — Exchange Offer” above.

Income and Withholding Tax on Payments on the Notes

Subject to the discussion of backup withholding below, you will generally not be subject to U.S. federal income or withholding tax on payments of interest on a note, provided that you are not:

- an actual or constructive owner of 10% or more of the total voting power of all our voting stock; or
- a controlled foreign corporation related (directly or indirectly) to us through stock ownership;
- such interest payments are not effectively connected with the conduct by you of a trade or business within the United States; and
- we or our paying agent receives:
    - from you, a properly completed Form W-8BEN (or substitute Form W-8BEN or the appropriate successor form) signed under penalties of perjury, which provides your name and address and certifies that you are not a United States person (as defined in the Code); or

- from a security clearing organization, bank or other financial institution that holds the notes in the ordinary course of its trade or business (a "financial institution") on your behalf, certification under penalties of perjury that such a Form W-8BEN (or substitute Form W-8BEN or the appropriate successor form) has been received by it, or by another such financial institution, from you, and a copy of the Form W-8BEN (or substitute Form W-8BEN or the appropriate successor form) must be attached to such certification.

Special rules may apply to holders who hold notes through "qualified intermediaries" within the meaning of U.S. federal income tax laws.

If interest on a note is effectively connected with your conduct of a trade or business in the United States, and (if you are otherwise entitled to benefits under an applicable tax treaty), such interest is attributable to a permanent establishment or a fixed base maintained by you in the United States, then such income generally will be subject to U.S. federal income tax on a net basis at the rates applicable to U.S. persons generally (and, if you are a corporate holder, such income may also be subject to a 30% branch profits tax or such lower rate as may be available under an applicable income tax treaty). If interest is subject to U.S. federal income tax on a net basis in accordance with the rules described in the preceding sentence, payments of such interest will not be subject to U.S. withholding tax so long as you provide us or our paying agent with a properly completed Form W-8ECI, signed under penalties of perjury.

A non-U.S. holder that does not qualify for exemption from withholding under the preceding paragraphs generally will be subject to withholding of U.S. federal income tax at the rate of 30% (or lower applicable treaty rate) on payments of interest on the notes.

NON-U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS ABOUT ANY APPLICABLE INCOME TAX TREATIES, WHICH MAY PROVIDE FOR AN EXEMPTION FROM OR A LOWER RATE OF WITHHOLDING TAX, EXEMPTION FROM OR REDUCTION OF BRANCH PROFITS TAX, OR OTHER RULES DIFFERENT FROM THOSE DESCRIBED ABOVE.

Sale or Other Disposition of Notes

Subject to the discussion of backup withholding below, any gain realized by you on the sale, exchange, redemption, retirement or other disposition of a note generally will not be subject to U.S. federal income or withholding tax, unless:

- such gain is effectively connected with your conduct of a trade or business in the United States (and, if you are entitled to benefits under an applicable tax treaty, such gain is attributable to a permanent establishment or a fixed base maintained by you in the United States);
- in the case of an amount which is attributable to interest, you do not meet the conditions for exemption from U.S. federal income or withholding tax, as described above; or
- you are an individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are satisfied.

If the first bullet point applies, you generally will be subject to U.S. federal income tax with respect to such gain in the same manner as U.S. holders, as described above, unless an applicable income tax treaty provides otherwise. In addition, if you are a corporation, you may also be subject to the branch profits tax described above. If the third bullet point applies, you generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate under an applicable income tax treaty) on the amount by which your capital gains from U.S. sources exceed capital losses allocable to U.S. sources.

Information Reporting and Backup Withholding

Payments to you of interest on a note, and amounts withheld from such payments, if any, generally will be required to be reported to the IRS and to you. U.S. backup withholding generally will not apply to payments of interest and principal on a note if you duly provide a certification as to your foreign status, or you otherwise establish an exemption, provided that we do not have actual knowledge or reason to know that you are a United States person.

Payment of the proceeds on the sale or other disposition of a note by you within the United States or conducted through certain U.S.-related intermediaries generally will not be subject to information reporting requirements and backup withholding provided you properly certify under penalties of perjury as to your foreign status and certain other conditions are met, or you otherwise establish an exemption.

Any amount withheld under the backup withholding rules may be credited against your U.S. federal income tax liability and any excess may be refundable if the proper information is provided to the IRS. U.S. backup withholding is not an additional tax.

Additional Withholding Requirements

Withholding taxes may apply to certain types of payments made to "foreign financial institutions" (as defined in the Code) and certain other non-U.S. entities. Specifically, the relevant withholding agent may be required to withhold 30% of any interest and the proceeds of a sale or other disposition of the notes paid to (i) a foreign financial institution unless such foreign financial institution undertakes certain diligence and reporting and enters into an agreement with the IRS requiring, among other things, that it undertake to identify accounts held by certain U.S. persons or U.S. owned foreign entities, annually report certain information about such accounts, and withhold 30% on payments to non-compliant foreign financial institutions and certain other account holders or (ii) a non-financial foreign entity that is the beneficial owner of the payment unless such entity certifies that it does not have any substantial United States owners or provides the name, address and taxpayer identification number of each substantial United States owner and such entity meets certain other requirements. Although these rules as set forth in the Code apply to applicable payments made after December 31, 2012, the IRS has issued final Treasury Regulations which specify that withholding will not apply with respect to interest paid on debt instruments issued and outstanding as of December 31, 2013 unless and until such instruments are materially modified, and that withholding on payments of gross proceeds from the sale or other disposition of property that produce interest will commence only on January 1, 2017 in any event. Prospective investors should consult their tax advisors regarding these withholding provisions.

THE PRECEDING DISCUSSION OF CERTAIN MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE PARTICULAR FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF PURCHASING, HOLDING, AND DISPOSING OF OUR NOTES, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Original Notes where such Original Notes were acquired as a result of market-making activities or other trading activities. We have agreed that we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale for a period ending on the earlier of (i) 180 days from the date on which the registration statement on Form S-4, to which this prospectus forms a part, became effective and (ii) the date on which each broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities.

We will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. Any broker-dealer that resells Exchange Notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such Exchange Notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of Exchange Notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

We will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal for a period ending on the earlier of (i) 180 days from the date on which the registration statement on Form S-4, to which this prospectus forms a part, became effective and (ii) the date on which each broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities. We have agreed to pay all expenses incident to the Exchange Offer other than commissions or concessions of any brokers or dealer and will indemnify the holders of the Exchange Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the notes and other certain legal matters will be passed upon for us by Bingham McCutchen LLP, New York, New York.

EXPERTS

The consolidated financial statements of Tempur-Pedic and Subsidiaries' appearing in Tempur-Pedic's Annual Report (Form 10-K) for the year ended December 31, 2012 (including the schedule appearing therein) and as updated in Tempur-Pedic's Current Report on Form 8-K filed with the SEC on April 1, 2013, and the effectiveness of Tempur-Pedic and Subsidiaries' internal control over financial reporting as of December 31, 2012, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, incorporated by reference therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of Sealy as of December 2, 2012 and November 27, 2011, and for the three fiscal years in the period ended December 2, 2012, incorporated herein by reference from Sealy's Current Report on Form 8-K filed with the SEC on April 1, 2013, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference. Such consolidated financial statements have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

Table of Contents

Tempur Sealy International, Inc.

Offer to Exchange
6.75% Senior Notes due 2020
for
New 6.75% Senior Notes due 2020
which have been registered under the Securities Act of 1933

PROSPECTUS

, 2013

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 20. ***Indemnification of Directors and Officers.***

(a) Tempur Sealy International, Inc., Dawn Sleep Technologies, Inc., Tempur-Pedic Technologies, Inc., Tempur-Pedic Manufacturing, Inc., Tempur-Pedic Sales, Inc., Sealy Corporation, Sealy Mattress Corporation, The Ohio Mattress Company Licensing and Components Group, Sealy Mattress Manufacturing Company, Inc., Sealy Korea, Inc. and Sealy Components-Pads, Inc.

Tempur Sealy International, Inc., Dawn Sleep Technologies, Inc., Tempur-Pedic Technologies, Inc., Tempur-Pedic Manufacturing, Inc., Tempur-Pedic Sales, Inc., Sealy Corporation, Sealy Mattress Corporation, The Ohio Mattress Company Licensing and Components Group, Sealy Mattress Manufacturing Company, Inc., Sealy Korea, Inc. and Sealy Components-Pads, Inc. are incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law, or DGCL, provides that a corporation may indemnify any persons who were, are or are threatened to be made, parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Section 145 of the DGCL further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify him or her under Section 145 of the DGCL.

The certificates of incorporation, as amended, of each of Tempur Sealy International, Inc., Tempur-Pedic Technologies, Inc., Tempur-Pedic Manufacturing, Inc., Tempur-Pedic Sales, Inc., Sealy Corporation, Sealy Mattress Corporation, The Ohio Mattress Company Licensing and Components Group, Sealy Mattress Manufacturing Company, Inc., Sealy Korea, Inc. and Sealy Components-Pads, Inc. eliminate the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liabilities arising (a) from any breach of the director's duty of loyalty to the corporation or its stockholders; (b) from acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the DGCL; or (d) from any transaction from which the director derived an improper personal benefit. The certificate of incorporation of Tempur-Pedic Technologies, Inc. provides for indemnification of executive officers or directors with respect to all threatened, pending or completed actions, suits or proceedings in which the person was, is or is threatened to be made a named defendant or respondent relating to proceedings arising from that person's conduct in his official capacity to the extent permitted by the DGCL.

The bylaws of Tempur Sealy International, Inc. provide for indemnification of directors, officers, employees and agents to the fullest extent permitted by Delaware law and authorize Tempur Sealy International, Inc. to purchase and maintain insurance to protect itself and any of its directors, officers, employees or agents, or another business entity, against any expense, liability, or loss, regardless of whether it would have the power to indemnify such person under its bylaws or Delaware law.

The bylaws of Dawn Sleep Technologies, Inc. provide for indemnification of any person made or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that such person is a director, officer, employee or agent of Dawn Sleep Technologies, Inc. against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with an action, suit or proceeding relating to the duties of the director or officer. In addition, the bylaws authorize Dawn Sleep Technologies, Inc. to purchase and maintain insurance to protect any director or officer against any liability asserted against him or her and incurred by him or her in any such capacity, regardless of whether Dawn Sleep Technologies, Inc. would have the power or the obligation to indemnify such person under its bylaws.

The certificates of incorporation and/or bylaws of each of Sealy Corporation, Sealy Mattress Corporation, The Ohio Mattress Company Licensing and Components Group, Sealy Mattress Manufacturing Company, Inc., Sealy Korea, Inc. and Sealy Components-Pads, Inc. provide that the companies must indemnify directors and officers to the fullest extent authorized by the DGCL against expenses, liability and loss reasonably incurred or suffered by such person in connection with any action, suit or proceeding by reason of the fact that person is an officer or director of the corporation.

Each of Sealy Corporation, Sealy Mattress Corporation, The Ohio Mattress Company Licensing and Components Group, Sealy Mattress Manufacturing Company, Inc., Sealy Korea, Inc. and Sealy Components-Pads, Inc. is permitted to maintain insurance to protect itself and its directors, officers and representatives and those of its subsidiaries against any such expense, liability or loss, whether or not it would have the power to indemnify them against such expense, liability or loss under applicable law.

(b) Tempur World, LLC, Tempur-Pedic North America, LLC, Tempur-Pedic America, LLC, Tempur-Pedic Management, LLC, and Mattress Holdings International LLC

Tempur World, LLC, Tempur-Pedic North America, LLC, Tempur-Pedic America, LLC, Tempur-Pedic Management, LLC, and Mattress Holdings International LLC were each formed as a limited liability company under the laws of the State of Delaware. Section 18-108 of the Delaware Limited Liability Company Act, as it currently exist or may hereafter be amended, or the DLLCA, provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

The limited liability company agreements of Tempur World, LLC and Tempur-Pedic North America, LLC provide for indemnification of managers (out of company assets only) to the fullest extent permitted by Delaware law from any losses, expenses, judgments, liabilities and amounts paid in settlement of any claims sustained by them in connection with Tempur World, LLC, Tempur-Pedic North America, LLC, or Tempur-Pedic America, LLC**,** as applicable, provided that the same were not the result of gross negligence or willful misconduct on the part of such manager.

The limited liability company agreements of Tempur-Pedic Management, LLC and Tempur-Pedic America, LLC provide for indemnification of members, manager and officers (out of company assets only) to the fullest extent permitted by applicable law from any losses, damages or claims incurred by them in connection with their duties as members, managers and officers of Tempur-Pedic Management, LLC or Tempur-Pedic America, LLC, provided that the same were not the result of gross negligence or willful misconduct with respect to any actions or omissions of such member, manager or officer.

The limited liability company agreement of Mattress Holdings International LLC provides for the indemnification (out of company assets only) of directors and officers to the fullest extent permitted by law from all claims, liabilities, and expenses arising out of any management of company affairs, provided that such course of conduct did not constitute gross negligence or willful misconduct on the part of such director or officer.

Mattress Holdings International LLC is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(c) Tempur Production USA, LLC

Tempur Production USA, LLC was formed as limited liability company under the laws of the Commonwealth of Virginia. Section 13.1-1025 of the Virginia Limited Liability Company Act provides for limitations on the amount of damages assessed against members and managers of a limited liability company arising out of a single transaction, occurrence or course of conduct which may not exceed the lesser of (i) the monetary amount, including the elimination of liability, specified in writing in the articles of organization or an operating agreement as a limitation on or elimination of the liability of the manager or member; or (ii) the greater of (a) $100,000 or (b) the amount of cash compensation received by the manager or member from the limited liability company during the twelve months immediately preceding the act or omission for which liability was imposed. The Act also provides that the liability of a manger or member shall not be limited to the extent otherwise provided in the articles of organization or an operating agreement, or if the manager or member engaged in willful misconduct or a knowing violation of the criminal law.

The operating agreement of Tempur Production USA, LLC provides for indemnification of its managers (out of company assets only) to the fullest extent permitted by Virginia law from any losses, expenses, judgments, liabilities and amounts paid in settlement of any claims sustained by them in connection with Tempur Production USA LLC, provided that the same were not the result of gross negligence or willful misconduct on the part of such manager.

(d) Sealy Mattress Company, Sealy Mattress Company of Puerto Rico, North American Bedding Company and Sealy, Inc.

Sealy Mattress Company, Sealy Mattress Company of Puerto Rico, North American Bedding Company and Sealy, Inc. are incorporated under the laws of the State of Ohio. Section 1701.13(E) of the General Corporation Law of the State of Ohio provides that an Ohio corporation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to

any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the person's conduct was unlawful. An Ohio corporation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification is permitted (i) with respect to any claim, issue or matter to which the person is adjudged to be liable for negligence or misconduct in the performance of the person's duty to the corporation without judicial approval or (ii) with respect to any action or suit in which the only liability asserted against a director is pursuant to unlawful loans, dividends, or distribution of assets as contemplated by Section 1701.95 of the General Corporation Law of the State of Ohio. Where an officer, director, employee, trustee, member, manager or agent is successful on the merits or otherwise in the defense of any action, suit or proceeding referred to above or in the defense of any claim, issue or matter in the action, suit or proceeding, the corporation must indemnify the person against the expenses (including attorney's fees), which the person has actually and reasonably incurred in connection with such action, suit or proceeding.

Subject to certain exceptions, Section 1701.13(E)(5)(a) of the General Corporation Law of the State of Ohio requires an Ohio corporation to advance expenses (including attorney's fees) incurred by a director in defending any action, suit or proceeding brought against the director, so long as the director agrees to reasonably cooperate with the corporation in the matter and agrees to repay the amount advanced if it is proven by clear and convincing evidence that the director's act or failure to act was done with deliberate intent to cause injury to the corporation or with reckless disregard for the corporation's best interests. Section 1701.13(E)(5)(b) of the General Corporation Law of the State of Ohio permits an Ohio corporation to advance expenses (including attorney's fees) to a director, trustee, officer, employee, member, manager or agent in defending any action, suit or proceeding brought against such person, if authorized by the directors of the Ohio corporation and upon receipt of an undertaking by or on behalf of the person to repay such amount, if it ultimately is determined that such person is not entitled to be indemnified by the corporation.

The code of regulations of each of Sealy Mattress Company, Sealy Mattress Company of Puerto Rico, North American Bedding Company and Sealy, Inc. requires the corporation to indemnify each person that is made a party to or is threatened to be made a party to or is involved in any action, suit or proceeding, by reason of the fact that he or she, or a person of whom he or she is a legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation or enterprise against all expense, liability and loss reasonably incurred or suffered by such person in connection therewith to the fullest extent permitted by the General Corporation Law of the State of Ohio, as it currently exists or may hereafter be amended (if such amendment permits the corporation to provide broader indemnification rights); provided, however, that with respect to each of Sealy Mattress Company, Sealy Mattress Company of Puerto Rico and North American Bedding Company, the corporation is required to indemnify any such person seeking indemnification in connection with an action, suit or proceeding (or part thereof) initiated by such person only if such action, suit proceeding (or part thereof) was authorized by the board of directors of the corporation; and further provided that, with respect to Sealy, Inc., the corporation is required to indemnify any such person seeking indemnification in connection with an action, suit or proceeding (or part thereof) only if such action suit or proceeding (or part thereof) was authorized by the board of directors of the corporation. Such indemnification includes the right to be paid by the corporation the expenses incurred in defending any such action, suit or proceeding in advance of the final disposition.

Both Section 1701.13(E)(6) of the General Corporation Law of the State of Ohio and the code of regulations of each of Sealy Mattress Company, Sealy Mattress Company of Puerto Rico, North American Bedding Company and Sealy, Inc. provide that the rights to indemnification and advancement of expenses authorized or conferred thereby are not exclusive of any other rights the person may have to indemnification or advancement of expenses.

Section 1701.13(E) of the General Corporation Law of the State of Ohio permits an Ohio corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another corporation or enterprise, against any liability, including a liability under the Securities Act of 1933, incurred by the person in any such capacity, arising out of the person's

status as such, whether or not the corporation would have the power to indemnify the person under Section 1701.13(E) of the General Corporation Law of the State of Ohio. The code of regulations of each of Sealy Mattress Company, Sealy Mattress Company of Puerto Rico, North American Bedding Company and Sealy, Inc. contains a comparable provision.

(e) Western Mattress Company and Advanced Sleep Products

Western Mattress Company and Advanced Sleep Products are incorporated under the laws of the State of California. Section 317 of the California General Corporation Law, as it currently exists or may hereafter be amended, or the CGCL, authorizes a court to award, or a corporation to grant, indemnity to officers, directors and other agents for reasonable expenses incurred in connection with the defense or settlement of an action by or in the right of the corporation or in a proceeding by reason of the fact that the person is or was an officer, director, or agent of the corporation. Indemnity is available where the person party to a proceeding or action acted in good faith and in a manner reasonably believed to be in the best interests of the corporation and its shareholders and, with respect to criminal actions, had no reasonable cause to believe his conduct was unlawful. To the extent a corporation's officer, director or agent is successful on the merits in the defense of any proceeding or any claim, issue or related matter, that person shall be indemnified against expenses actually and reasonably incurred. Under Section 317 of the CGCL, expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of the proceeding upon receipt of any undertaking by or on behalf of the officer, director, employee or agent to repay that amount if it is ultimately determined that the person is not entitled to be indemnified. Indemnifications are to be made by a majority vote of a quorum of disinterested directors, or by approval of members not including those persons to be indemnified, or by the court in which such proceeding is or was pending upon application made by either the corporation, the agent, the attorney, or other person rendering services in connection with the defense. The indemnification provided by Section 317 is not exclusive of any other rights to which those seeking indemnification may be entitled.

The bylaws of each of Western Mattress Company and Advanced Sleep Products provide for the indemnification of directors and officers to the fullest extent permitted by the CGCL against all expenses, liability, and loss reasonably incurred by such director or officer in connection with his or her duties as director or officer.

Each of Western Mattress Company and Advanced Sleep Products is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(f) Ohio-Sealy Mattress Manufacturing Co.

Ohio-Sealy Mattress Manufacturing Co. is incorporated under the laws of the State of Georgia. Sections 14-2-850 through 14-2-859 of the Georgia Business Corporation Code, as it currently exists or may hereafter be amended, or the GBCC, provides for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the GBCC, a corporation may purchase insurance on behalf of an officer or director of the corporation incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the GBCC.

The bylaws of Ohio-Sealy Mattress Manufacturing Co. provide for the indemnification of directors and officers to the fullest extent permitted by the GBCC.

Ohio-Sealy Mattress Manufacturing Co. is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(g) Sealy Mattress Company of Illinois and A. Brandwein & Company

Sealy Mattress Company of Illinois and A. Brandwein & Company are incorporated under the laws of the State of Illinois. Section 8.75 of the Illinois Business Corporation Act, as it currently exists or may hereafter be amended, or the IBCA, provides that a corporation may indemnify any person who, by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one brought on behalf of the corporation, against reasonable expenses (including attorneys' fees), judgments, fines and settlement payments incurred in connection with the action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be not opposed to the best interests of such corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe his or her conduct was unlawful. In the case of actions on behalf of the corporation, indemnification may extend only to reasonable expenses (including attorneys' fees) incurred in connection with the defense or settlement of such action or suit and only if such person acted in

good faith and in a manner he or she reasonably believed to be not opposed to the best interests of the corporation, provided that no such indemnification is permitted in respect of any claim, issue or matter as to which such person is adjudged to be liable to the corporation except to the extent that the adjudicating court otherwise provides. To the extent that a present or former director, officer or employee of the corporation has been successful in defending any such action, suit or proceeding (even one on behalf of the corporation) or in defense of any claim, issue or matter therein, such person is entitled to indemnification for reasonable expenses (including attorneys' fees) incurred by such person in connection therewith if the person acted in good faith and in a manner he or she reasonably believed to be not opposed to the best interests of the corporation. The indemnification provided for by the IBCA is not exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, and a corporation may maintain insurance on behalf of any person who is or was a director, officer, employee or agent against liabilities for which indemnification is not expressly provided by the IBCA.

The bylaws of each of Sealy Mattress Company of Illinois and A. Brandwein & Company provide for the indemnification of directors and officers to the fullest extent permitted by the IBCA.

Each of Sealy Mattress Company of Illinois and A. Brandwein & Company is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(h) Sealy of Maryland and Virginia, Inc.

Sealy of Maryland and Virginia Inc. is incorporated under the laws of the State of Maryland. Section 2-418 of the Maryland General Corporation Law, as it currently exists or may hereafter be amended, or the MGCL, provides that a corporation may indemnify directors and officers against liabilities they may incur in such capacities unless it is established that: (a) the directors act or omission was material to the matter giving rise to the proceeding and (i) was committed in bad faith or (ii) was the result of active and deliberate dishonesty; or (b) the director actually received an improper personal benefit; or (c) in the case of any criminal proceeding, the director had reasonable cause to believe that the act or omission was unlawful. A corporation is required to indemnify directors and officers against expenses they may incur in defending actions against them in such capacities if they are successful on the merits or otherwise in the defense of such actions. The MGCL provides that the foregoing provisions shall not be deemed exclusive of any other rights to which a director or officer seeking indemnification may be entitled under, among other things, any bylaw or charter provision, or resolution of stockholders or directors, agreement, or otherwise.

The bylaws of Sealy of Maryland and Virginia, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the MGCL against expenses, liability and loss reasonably incurred or suffered by such person in connection with any action, suit or proceeding by reason of the fact that that person is an officer or director of the corporation.

Sealy of Maryland and Virginia, Inc. is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(i) Ohio-Sealy Mattress Manufacturing Co., Inc.

Ohio-Sealy Mattress Manufacturing Co., Inc. is incorporated under the laws of the State of Massachusetts. Part 8, Subdivision E of the Massachusetts Business Corporation Act, as it currently exists or may hereafter be amended (Massachusetts General Laws Chapter 156D or the MBCA) provides that a corporation may, subject to certain limitations, indemnify its directors, officers, employees and other agents, and individuals serving with respect to any employee benefit plan, and must, in certain cases, indemnify a director or officer for his reasonable costs if he is wholly successful in his defense in a proceeding to which he was a party because he was a director or officer of the corporation. In certain circumstances, a court may order a corporation to indemnify its officers or directors or advance their expenses. Section 8.58 of the MBCA allows a corporation to limit or expand its obligation to indemnify its directors, officers, employees and agents in the corporation's articles of organization, a bylaw adopted by the shareholders, or a contract adopted by its board of directors or shareholders. Section 8.57 provides that the corporation may purchase and maintain insurance against liability incurred by an officer or director in his capacity as officer or director or while serving at the corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, or arising out of his status as such.

The bylaws of Ohio-Sealy Mattress Manufacturing Co. provide for the indemnification of directors and officers to the fullest extent permitted by the MBCA against expenses, liability and loss reasonably incurred or suffered by such person in connection with any action, suit or proceeding by reason of the fact that that person is an officer or director of the corporation.

Ohio-Sealy Mattress Manufacturing Co., Inc. is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(j) Sealy Mattress Company of Michigan, Inc.

Sealy Mattress Company of Michigan, Inc. is incorporated under the laws of the State of Michigan. Sections 450.1561 through 450.1565 of the Michigan Business Corporation Act, as it currently exists, or the MBCA, contain specific provisions relating to indemnification of directors and officers of Michigan corporations. In general, the statute provides that (a) a corporation must indemnify a director or officer who is wholly successful in his defense of a proceeding to which he is a party because of his status as such, and (b) a corporation may indemnify a director or officer if he is not wholly successful in such defense, if it is determined as provided in the statute that the director meets a certain standard of conduct and upon an evaluation of the reasonableness of expenses and amount paid in settlement. The statute also permits a director or officer of a corporation who is a party to a proceeding to apply to the courts for indemnification or advance of expenses, and the court may order indemnification or advancement of expenses under certain circumstances set forth in the statute. The statute further provides that a corporation may, in its articles of incorporation, in its bylaws, through a resolution, or through a contract provide indemnification in addition to that provided by statute, subject to certain conditions set forth in the statute.

The bylaws of Sealy Mattress Company of Michigan, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the MBCA.

Sealy Mattress Company of Michigan, Inc. is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(k) Sealy of Minnesota, Inc.

Sealy of Minnesota, Inc. is incorporated under the laws of the State of Minnesota. Section 302A.521 Subd. 2 of the Minnesota Business Corporation Act, as it currently exists or may hereafter be amended, or the MBCA, provides that a corporation shall indemnify any person made or threatened to be made a party to a proceeding by reason of the former or present official capacity (as defined in Section 302A.521 Subd. 1 of the MBCA) of such person against judgments, penalties, fines (including, without limitation, excise taxes assessed against such person with respect to an employee benefit plan), settlements and reasonable expenses (including attorneys' fees and disbursements), incurred by such person in connection with the proceeding, if, with respect to the acts or omissions of such person complained of in the proceeding, such person (1) has not been indemnified therefor by another organization or employee benefit plan; (2) acted in good faith; (3) received no improper personal benefit and Section 302A.255 of the MBCA (with respect to director conflicts of interest), if applicable, has been satisfied; (4) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and (5) reasonably believed that the conduct was in the best interests of the corporation in the case of acts or omissions occurring in such person's official capacity for the corporation, or, in the case of acts or omissions occurring in such person's official capacity for other organizations, reasonably believed that the conduct was not opposed to the best interests of the corporation.

The bylaws of Sealy of Minnesota, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the Minnesota Statutes.

Sealy of Minnesota, Inc. is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933, as amended.

(l) Sealy Mattress Company of Kansas City, Inc.

Sealy Mattress Company of Kansas City, Inc. is incorporated under the laws of the State of Missouri. Section 351.355 of the Missouri General and Business Corporation Law, as it currently exists or may hereafter be amended, or the MGBCL, provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. However, a corporation may not indemnify such a person against judgments and fines, and no person shall be indemnified as to any claim, issue or matter as to which such person shall

have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation, unless and only to the extent that the court in which the action or suit was brought determines upon application that the person is fairly and reasonably entitled to indemnity for proper expenses. The MGBCL also provides that, to the extent that a director, officer, employee or agent of the corporation has been successful in defense of any such action, suit, or proceeding or of any claim, issue or matter therein, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred in connection with the action, suit, or proceeding. The MGBCL also provides that a corporation may provide additional indemnification to any person indemnifiable as described above, provided such additional indemnification is authorized by the corporation's articles of incorporation or shareholder-approved bylaw or agreement, and provided further that no person shall be indemnified against conduct that was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

The bylaws of Sealy Mattress Company of Kansas City, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the MGBCL.

Sealy Mattress Company of Kansas City, Inc. is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(m) Sealy Mattress Company of Albany, Inc.

Sealy Mattress Company of Albany, Inc. is incorporated under the laws of the State of New York. The New York Business Corporation Law, as it currently exists or may hereafter be amended, or the NYBCL, permits a corporation to indemnify its current and former directors and officers against expenses, judgments, fines and amounts paid in connection with a legal proceeding. To be indemnified, the person must have acted in good faith and in a manner the person reasonably believed to be in, and not opposed to, the best interests of the corporation. With respect to any criminal action or proceeding, the person must not have had reasonable cause to believe the conduct was unlawful. NYBCL permits a present or former director or officer of a corporation to be indemnified against certain expenses if the person has been successful, on the merit or otherwise, in defense of any proceeding brought against such person by virtue of the fact that the person is or was an officer or director of the corporation. In addition, NYBCL permits the advancement of expenses relating to the defense of any proceeding to directors and officers contingent upon the person's commitment to repay advances for expenses in the case he or she is ultimately found not to be entitled to be indemnified. NYBCL provides that the indemnification provisions contained in NYBCL are not exclusive of any other right that a person seeking indemnification may have or later acquire under any provision of a corporation's bylaws, by any agreement, by any vote of shareholders or disinterested directors or otherwise. NYBCL also provides that a corporation may maintain insurance, at its expense, to protect its directors and officers in instances in which they may not otherwise be indemnified by the corporation under the provisions of NYBCL provided the contract of insurance covering the directors and officers provides, in a manner acceptable to the New York superintendent of insurance, for a retention amount and for co-insurance.

The bylaws of Sealy Mattress Company of Albany, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the NYBCL against expenses, liability and loss reasonably incurred or suffered by such person in connection with any action, suit or proceeding by reason of the fact that that person is an officer or director of the corporation.

Sealy Mattress Company of Albany, Inc. is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(n) Sealy Real Estate, Inc.

Sealy Real Estate, Inc. is incorporated under the laws of the State of North Carolina. The North Carolina Business Corporation Act, as it currently exists or may hereafter be amended, or the NCBCA, Sections 55-8-50 through 55-8-58 of the North Carolina General Statutes, contain specific provisions relating to indemnification of directors and officers of North Carolina corporations. In general, the statute provides that (i) a corporation must indemnify a director or officer against reasonable expenses who is wholly successful in his defense of a proceeding to which he is a party because of his status as such, unless limited by the articles of incorporation, and (ii) a corporation may indemnify a director or officer if he is not wholly successful in such defense, if it is determined as provided in the statute that the director or officer meets a certain standard of conduct, provided when a director or officer is liable to the corporation or liable on the basis of receiving a personal benefit, the corporation may not indemnify him. The statute also permits a director or officer of a corporation who is a party to a proceeding to apply to the courts for indemnification, unless the articles of incorporation provide otherwise, and the court may order indemnification under certain circumstances set forth in the statute. The statute further provides that a corporation may in its articles of incorporation or bylaws or by contract or resolution provide indemnification in addition to that provided by the statute, subject to certain conditions set forth in the statute.

The bylaws of Sealy Real Estate, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the North Carolina Business Corporation Act, or the NCBCA, as it currently exists or may hereafter be amended.

Sealy Real Estate, Inc. is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(o) Sealy Mattress Company of Memphis

Sealy Mattress Company of Memphis is incorporated under the laws of the State of Tennessee. The Tennessee Business Corporation Act, or TBCA, as it currently exists or may hereafter be amended., or the TBCA, provides that a corporation may indemnify any of its directors and officers against liability incurred in connection with a proceeding if: (a) such person acted in good faith; (b) in the case of conduct in an official capacity with the corporation, he reasonably believed such conduct was in the corporation's best interests; (c) in all other cases, he reasonably believed that his conduct was at least not opposed to the best interests of the corporation; and (d) in connection with any criminal proceeding, such person had no reasonable cause to believe his conduct was unlawful. In actions brought by or in the right of the corporation, however, the TBCA provides that no indemnification may be made if the director or officer was adjudged to be liable to the corporation. The TBCA also provides that in connection with any proceeding charging improper personal benefit to an officer or director, no indemnification may be made if such officer or director is adjudged liable on the basis that such personal benefit was improperly received. In cases where the director or officer is wholly successful, on the merits or otherwise, in the defense of any proceeding instigated because of his or her status as a director or officer of a corporation, the TBCA mandates that the corporation indemnify the director or officer against reasonable expenses incurred in the proceeding. The TBCA provides that a court of competent jurisdiction, unless the corporation's charter provides otherwise, upon application, may order that an officer or director be indemnified for reasonable expenses if, in consideration of all relevant circumstances, the court determines that such individual is fairly and reasonably entitled to indemnification, notwithstanding the fact that (a) such officer or director was adjudged liable to the corporation in a proceeding by or in the right of the corporation; (b) such officer or director was adjudged liable on the basis that personal benefit was improperly received by him; or (c) such officer or director breached his duty of care to the corporation.

The bylaws of Sealy Mattress Company of Memphis provide for the indemnification of directors and officers to the fullest extent permitted by the TBCA.

Sealy Mattress Company of Memphis is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(p) Sealy Texas Management, Inc.

Sealy Texas Management, Inc. is incorporated under the laws of the State of Texas. Under Article 2.02-1 of the Texas Business Corporation Act, as it currently exists or may hereafter be amended., or the TBCA, a corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director only if it is determined in accordance with Section F of the article that the person: (1) conducted himself in good faith; (2) reasonably believed: (a) in the case of conduct in his official capacity as a director of the corporation, that his conduct was in the corporation's best interests; and (b) in all other cases, that his conduct was at least not opposed to the corporation's best interests; and (3) in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

The bylaws of Sealy Texas Management, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the TBCA.

Sealy Texas Management, Inc. is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(q) Sealy Mattress Company of S.W. Virginia

Sealy Mattress Company of S.W. Virginia is incorporated under the laws of the State of Virginia. Article 10 of Chapter 9 of Title 13.1 of the Code of Virginia, as it currently exists or may hereafter be amended, or the Code of Virginia, permits a Virginia corporation to indemnify any director or officer for reasonable expenses incurred in any legal proceeding in advance of final disposition of the proceeding, if the director or officer furnishes the corporation with a written statement of his or her good faith belief that he or she has met the standard of conduct prescribed by the Code of Virginia and furnishes the corporation with a written

undertaking to repay any funds advanced if it is ultimately determined that he or she did not meet the relevant standard of conduct. In addition, a corporation is permitted to indemnify a director or officer against liability incurred in a proceeding if a determination has been made by the disinterested members of the board of directors, special legal counsel or shareholders that the director or officer conducted himself or herself in good faith and otherwise met the required standard of conduct. In a proceeding by or in the right of the corporation, no indemnification shall be made in respect of any matter as to which a director or officer is adjudged to be liable to the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the relevant standard of conduct. In any other proceeding, no indemnification shall be made if the director or officer is adjudged liable to the corporation on the basis that he or she improperly received a personal benefit. Corporations are given the power to make any other or further indemnity, including advance of expenses, to any director or officer that may be authorized by the articles of incorporation or any bylaw made by the shareholders, or any resolution adopted, before or after the event, by the shareholders, except an indemnity against willful misconduct or a knowing violation of the criminal law. Unless limited by its articles of incorporation, indemnification against the reasonable expenses incurred by a director or officer is mandatory when he or she entirely prevails in the defense of any proceeding to which he or she is a party because he or she is or was a director or officer.

The bylaws of Sealy Mattress Company of S.W. Virginia provide for the indemnification of directors and officers to the fullest extent permitted by the Code of Virginia against expenses, liability and loss reasonably incurred or suffered by such person in connection with any action, suit or proceeding by reason of the fact that that person is an officer or director of the corporation.

Sealy Mattress Company of S.W. Virginia is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

(r) SEALY TECHNOLOGY LLC

SEALY TECHNOLOGY LLC was formed as a limited liability company under the laws of the State of North Carolina. Part 3 of Article 3 of the North Carolina Limited Liability Company Act, as it currently exists or may hereafter be amended, or the NCLLCA, Sections 57C-3-30 through 57C-3-32 of the North Carolina General Statues, permits or requires indemnification of its directors and officers in a variety of circumstances, which may include liabilities under the Securities Act of 1933, as amended.

The limited liability company agreement of SEALY TECHNOLOGY LLC provides for the indemnification of directors and officers to the fullest extent permitted by the NCLLCA.

SEALY TECHNOLOGY LLC is permitted to maintain insurance policies covering all of its directors and officers against some liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933.

Table of Contents

Item 21. ***Exhibits and Financial Statement Schedules.***

Exhibit Number	Description of Exhibit
2.1	Agreement and Plan of Merger dated as of September 26, 2012 (filed as Exhibit 2.1 to the Registrant's Current Report on Form 8-K as filed on September 27, 2012). (1)
3.1	Amended and Restated Certificate of Incorporation of Tempur-Pedic International Inc. (filed as Exhibit 3.1 to Amendment No. 3 to the Registrant's registration statement on Form S-1 (File No. 333-109798) as filed on December 12, 2003). (1)
3.2	Amendment to Certificate of Incorporation of Tempur-Pedic International Inc. (filed as Exhibit 3.1 to the Registrant's Current Report on Form 8-K as filed on May 24, 2013) (1)
3.3	Fifth Amended and Restated By-laws of Tempur Sealy International, Inc. (filed as Exhibit 3.2 to the Registrant's Current Report on Form 8-K as filed on May 24, 2013). (1)
3.4	Certificate of Formation of Tempur-Pedic Management, LLC.
3.5	Limited Liability Company Agreement of Tempur-Pedic Management, LLC.
3.6	Certificate of Formation Tempur-Pedic North America, LLC.
3.7	Limited Liability Company Agreement of Tempur-Pedic North America, LLC (as amended).
3.8	Articles of Organization of Tempur Production USA, LLC.
3.9	Operating Agreement of Tempur Production USA, LLC (as amended).
3.10	Certificate of Formation of Tempur World, LLC (as amended).
3.11	Limited Liability Company Agreement of Tempur World, LLC (as amended).
3.12	Certificate of Incorporation of Tempur-Pedic Technologies, Inc.
3.13	Bylaws of Tempur-Pedic Technologies, Inc.
3.14	Certificate of Incorporation of Dawn Sleep Technologies, Inc.
3.15	Bylaws of Dawn Sleep Technologies, Inc.
3.16	Certificate of Incorporation of Tempur-Pedic Manufacturing, Inc.
3.17	Bylaws of Tempur-Pedic Manufacturing, Inc.
3.18	Certificate of Incorporation of Tempur-Pedic Sales, Inc.
3.19	Bylaws of Tempur-Pedic Sales, Inc.
3.20	Certificate of Formation of Tempur-Pedic America, LLC.
3.21	Limited Liability Company Agreement of Tempur-Pedic America, LLC.
3.22	Articles of Incorporation of Western Mattress Company (f/k/a Jack Ward Mattress, Inc. and Sealy Mattress Company of San Diego) (as amended).
3.23	Bylaws of Western Mattress Company (f/k/a Sealy Mattress Company of San Diego).

3.24	Articles of Incorporation of Advanced Sleep Products (f/k/a Monterey Manufacturing Co.) (as amended).
3.25	Bylaws of Advanced Sleep Products.
3.26	Certificate of Incorporation of Sealy Corporation.
3.27	Second Amended and Restated Bylaws of Sealy Corporation.
3.28	Certificate of Incorporation of Sealy Mattress Corporation.
3.29	Bylaws of Sealy Mattress Corporation.
3.30	Restated Certificate of Incorporation of The Ohio Mattress Company Licensing and Components Group (f/k/a Sealy, Incorporated) (as amended).
3.31	Bylaws of The Ohio Mattress Company Licensing and Components Group.
3.32	Certificate of Incorporation of Sealy Mattress Manufacturing Company, Inc.
3.33	Bylaws of Sealy Mattress Manufacturing Company, Inc.
3.34	Certificate of Incorporation of Sealy-Korea, Inc.
3.35	Bylaws of Sealy-Korea, Inc.
3.36	Certificate of Formation of Mattress Holdings International, LLC.
3.37	Amended and Restated Limited Liability Company Agreement of Mattress Holdings International, LLC.
3.38	Certificate of Incorporation of Sealy Components-Pads, Inc.
3.39	Bylaws of Sealy Components-Pads, Inc.
3.40	Articles of Incorporation of Sealy of Maryland and Virginia, Inc.
3.41	Bylaws of Sealy of Maryland and Virginia, Inc.
3.42	Articles of Organization of Ohio-Sealy Mattress Manufacturing Co. Inc. (f/k/a Sealy of the Northeast, Inc.) (as amended).
3.43	Bylaws of Ohio-Sealy Mattress Manufacturing Co., Inc.
3.44	Certificate of Incorporation of Sealy Mattress Company of Albany, Inc. (f/k/a Empire State Bedding Co., Inc. and Sealy of Eastern New York, Inc.) (as amended).
3.45	Bylaws of Sealy Mattress Company of Albany, Inc.
3.46	Certificate of Incorporation of Sealy Mattress Co. of S.W. Virginia (f/k/a The Metcalfe Brothers, Incorporated and Metcalfe Brothers, Incorporated) (as amended).
3.47	Bylaws of Sealy Mattress Co. of S.W. Virginia.
3.48	Amended Articles of Incorporation of Sealy Mattress Company (f/k/a Ohio-Sealy Mattress Manufacturing Co.).
3.49	Bylaws of Sealy Mattress Company.
3.50	Articles of Incorporation of Ohio-Sealy Mattress Manufacturing Co. (f/k/a Sealy Mattress Co., of Georgia, Inc.) (as amended).
3.51	Bylaws of Ohio-Sealy Mattress Manufacturing Co.

3.52	Amended and Restated Articles of Incorporation of Sealy Mattress Company of Kansas City, Inc.
3.53	Bylaws of Sealy Mattress Company of Kansas City, Inc.
3.54	Articles of Incorporation of Sealy Mattress Company of Illinois (f/k/a R.H. Taylor Bedding Company and Sealy Mattress Company) (as amended).
3.55	Bylaws of Sealy Mattress Company of Illinois.
3.56	Articles of Incorporation of A. Brandwein & Co. (as amended).
3.57	Bylaws of A. Brandwein & Co.
3.58	Articles of Incorporation of Sealy of Minnesota, Inc. (f/k/a Super Rest Products, Inc.) (as amended).
3.59	Bylaws of Sealy of Minnesota, Inc.
3.60	Articles of Incorporation of North American Bedding Company (f/k/a The Stearns & Foster Upholstery Furniture Company) (as amended).
3.61	Bylaws of North American Bedding Company (f/k/a The Stearns & Foster Upholstery Furniture Company).
3.62	Articles of Incorporation of Sealy, Inc. (f/k/a OMT Corp.) (as amended).
3.63	Code of Regulations of Sealy, Inc.
3.64	Articles of Organization of SEALY TECHNOLOGY LLC.
3.65	Operating Agreement of SEALY TECHNOLOGY LLC.
3.66	Articles of Incorporation of Sealy Real Estate, Inc.
3.67	Bylaws of Sealy Real Estate, Inc.
3.68	Amended Articles of Incorporation of Sealy Mattress Company of Puerto Rico (f/k/a Ohio-Sealy Mattress Manufacturing Co.).
3.69	Bylaws of Sealy Mattress Company of Puerto Rico.
3.70	Articles of Incorporation of Sealy Texas Management, Inc. (f/k/a Sealy Mattress Company of Fort Worth and Ohio- Sealy Mattress Manufacturing Co. — Fort Worth) (as amended).
3.71	Bylaws of Sealy Texas Management, Inc. (f/k/a The Ohio-Sealy Mattress Manufacturing Co. — Fort Worth).
3.72	Restated Charter of Sealy Mattress Company of Memphis (f/k/a Slumber Products Corporation) (as amended).
3.73	Bylaws of Sealy Mattress Company of Memphis.
3.74	Articles of Incorporation of Sealy Mattress Company of Michigan, Inc. ((f/k/a Brown Reliable Bedding Company) (as amended).
3.75	Bylaws of Sealy Mattress Company of Michigan, Inc.
4.1	Specimen certificate for shares of common stock (filed as Exhibit 4.1 to Amendment No. 3 to the Registrant’s registration statement on Form S-1 (File No. 333-109798) as filed on December 12, 2003). (1)
4.2	Indenture dated as of December 19, 2012 (filed as Exhibit 4.1 to the Registrant’s Current Report on Form 8-K as filed on December 19, 2012). (1)

4.3	Registration Rights Agreement dated as of December 19, 2012 (filed as Exhibit 4.2 to the Registrant's Current Report on Form 8-K as filed on December 19, 2012). (1)
4.4	Supplemental Indenture, dated as of March 18, 2013, among Tempur-Pedic International Inc., the additional Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee (filed as Exhibit 4.1 to the Registrant's Current Report on Form 8-K as filed on March 18, 2013). (1)
4.5	Second Supplemental Indenture, dated as of March 18, 2013, by and among Sealy Mattress Company, Sealy Corporation, and The Bank of New York Mellon Trust Company, N.A., as Trustee, with respect to the 8% Senior Secured Third Lien Convertible Notes due 2016 (filed as Exhibit 4.4 to Registrant's Current Report on Form 8-K as filed on March 18, 2013). (1)
4.6	Third Supplemental Indenture, dated as of March 18, 2013, by and among Sealy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee, with respect to the 8% Senior Secured Third Lien Convertible Notes due 2016 (filed as Exhibit 4.5 to Registrant's Current Report on Form 8-K as filed on March 18, 2013). (1)
4.7	Indenture, dated as of July 10, 2009, by and among Sealy Mattress Company, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee, with respect to Guaranteed Debt Securities (incorporated herein by reference to Exhibit 4.1 to Sealy Mattress Company's filing on Form 8-K (File No. 333- 117081) filed July 16, 2009) (1)
4.8	Supplemental Indenture, dated as of July 10, 2009, by and among Sealy Mattress Company, Sealy Corporation, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee and Collateral Agent, with respect to 8% Senior Secured Third Lien Convertible Notes due 2016 (incorporated herein by reference to Exhibit 4.2 to Sealy Mattress Company's filing on Form 8-K (File No. 333-117081) filed July 16, 2009). (1)
5.1	Opinion of Bingham McCutchen LLP.
5.2	Opinion of FisherBroyles, LLP with respect to the Georgia guarantor.
5.3	Opinion of Baker & McKenzie LLP with respect to the Illinois guarantors.
5.4	Opinion of Fraser Trebilcock Davis & Dunlap, P.C. with respect to the Michigan guarantor.
5.5	Opinion of Fredrikson & Byron, P.A. with respect to the Minnesota guarantor.
5.6	Opinion of Husch Blackwell LLP with respect to the Missouri guarantor.
5.7	Opinion of Kanipe Law Firm, PLLC with respect to the North Carolina guarantors.
5.8	Opinion of Vorys, Sater, Seymour and Pease LLP with respect to the Ohio guarantors.
5.9	Opinion of Bradley Arant Boult Cummings LLP with respect to the Tennessee guarantor.
5.10	Opinion of Thompson & Knight L.L.P. with respect to the Texas guarantor.
10.1	Amended and Restated Credit Agreement, dated as of June 28, 2011 (filed as Exhibit 10.1 to Registrant's Current Report on Form 8-K as filed on June 29, 2011). (1)
10.2	Amendment No. 2, dated December 12, 2012, to that certain Amended and Restated Credit Agreement dated as of June 28, 2011 (filed as Exhibit 10.2 to Registrant's Annual Report on Form 10-K as filed on February 1, 2013). (1)
10.3	Commitment Letter, dated September 26, 2012 (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8- K as filed on September 27, 2012). (1)
10.4	Letter Agreement, dated as of September 26, 2012 between Sealy Holding LLC and Tempur-Pedic International Inc. (filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q as filed on October 30, 2012). (1)
10.5	Credit Agreement, dated as of December 12, 2012 (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K as filed on December 12, 2012). (1)

10.6	Amendment No. 2, dated as of May 16, 2013, to that certain Credit Agreement, dated as of December 12, 2012. (3)
10.7	Purchase Agreement, dated December 12, 2012 (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K as filed on December 19, 2012). (1)
10.8	Escrow and Security Agreement, dated as of December 19, 2012 (filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K as filed on December 19, 2012). (1)
10.9	Bond Purchase Agreement, dated October 26, 2005, by and among Tempur World LLC, Tempur Production USA, Inc. and Bernalillo County (filed as Exhibit 10.5 to the Registrant's Annual Report on Form 10-K as filed on March 14, 2006). (1)
10.10	Trust Indenture, dated September 1, 2005, by and between Bernalillo County and The Bank of New York Trust Company, N.A., as Trustee (filed as Exhibit 10.2 to the Registrant's Annual Report on Form 10-K as filed on March 14, 2006). (1)
10.11	Mortgage, Assignment, Security Agreement and Fixture Filing, dated as of October 27, 2005, by and between Bernalillo County and Tempur Production USA, Inc. (filed as Exhibit 10.7 to the Registrant's Annual Report on Form 10-K as filed on March 14, 2006). (1)
10.12	Lease Agreement, dated September 1, 2005, by and between Bernalillo County and Tempur Production USA, Inc. (filed as Exhibit 10.3 to the Registrant's Annual Report on Form 10-K as filed on March 14, 2006). (1)
10.13	Non-Employee Director Deferred Compensation Plan (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q as filed on July 28, 2010). (1) (2)
10.14	Tempur-Pedic International Inc. 2002 Stock Option Plan (filed as Exhibit 10.5 to the Registrant's registration statement on Form S-4 (File No. 333-109054-02) as filed on September 23, 2003). (1) (2)
10.15	Amended and Restated Tempur-Pedic International Inc. 2003 Equity Incentive Plan (filed as Appendix B to the Registrant's Definitive Proxy Statement on Schedule 14A (File No. 001-31922) as filed on March 25, 2009). (1) (2)
10.16	First Amendment to the Amended and Restated 2003 Equity Incentive Plan (filed as Appendix A to the Registrant's Registration Proxy Statement on Schedule 14A (File No. 001-31922) as filed on March 25, 2009). (1) (2)
10.17	Tempur-Pedic International Inc. Long-term Incentive Plan (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K as filed on February 19, 2010). (1) (2)
10.18	Amended and Restated Annual Incentive Bonus Plan for Senior Executives (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q as filed on April 27, 2010). (1) (2)
10.19	Tempur-Pedic International Inc. 2003 Employee Stock Purchase Plan (filed as Exhibit No. 10.18 to Amendment No. 3 to the Registrant's registration statement on Form S-1 (File No. 333-109798) filed with the Commission on December 12, 2003). (1) (2)
10.20	Employment and Noncompetition Agreement dated as June 30, 2008, between Tempur-Pedic International Inc. and Mark Sarvary (filed as Exhibit 10.1 to Registrant's Current Report on Form 8-K as filed on June 30, 2008). (1) (2)
10.21	Employment Agreement dated as of July 18, 2006 between Tempur-Pedic International Inc. and Richard Anderson (filed as Exhibit 10.1 to Registrant's Quarterly Report on Form 10-Q as filed November 7, 2006). (1) (2)
10.22	Employment and Noncompetition Agreement dated as of February 4, 2013, between Tempur-Pedic International Inc. and W. Timothy Yaggi (incorporated herein by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K as filed on February 4, 2013) (1) (2)
10.23	Employment and Noncompetition Agreement dated as of December 1, 2004, between Tempur-Pedic International Inc. and Matthew D. Clift (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K as filed on December 2, 2004). (1) (2)

10.24	Employment and Non-Competition Agreement by and between Tempur-Pedic International Inc. and Lou Hedrick Jones dated as of June 1, 2009 (filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q as filed on July 27, 2009). (1) (2)
10.25	Employment Agreement dated September 12, 2003, between Tempur International Limited and David Montgomery (filed as Exhibit 10.13 to Amendment No. 1 to the Registrant's registration statement on Form S-4 ((File No. 333- 109054-02) as filed on October 31, 2003). (1) (2)
10.26	Employment and Non-Competition Agreement by and between Tempur-Pedic International Inc. and Brad Patrick dated as of September 1, 2010 (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q as filed on October 28, 2010). (1) (2)
10.27	Amended and Restated Employment Agreement dated March 5, 2008 by and among Tempur-Pedic International Inc., Tempur World, LLC and Dale E. Williams (filed as Exhibit 10.1 to Registrant's Current Report on Form 8-K as filed March 7, 2008). (1) (2)
10.28	Form of Stock Option Agreement under the 2003 Equity Incentive Plan (filed as Exhibit 10.9 to Registrant's Quarterly Report on Form 10-Q as filed August 8, 2006). (1) (2)
10.29	Form of Stock Option Agreement under the Amended and Restated 2003 Equity Incentive Plan (EVP) (filed as Exhibit 9.1 to Registrant's Current Report on Form 8-K as filed on May 19, 2008). (1) (2)
10.30	Form of Stock Option Agreement under the Amended and Restated 2003 Equity Incentive Plan (Director) (filed as Exhibit 10.40 to Registrant's Annual Report on Form 10-K as filed on February 12, 2009). (1) (2)
10.31	Form of Stock Option Agreement under the United Kingdom Approved Share Option Sub Plan to the 2003 Equity Incentive Plan (filed as Exhibit 10.1 to Registrant's Quarterly Report on Form 10-Q as filed on April 30, 2009). (1) (2)
10.32	Form of Performance Restricted Stock Unit Award Agreement (filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K as filed on February 19, 2010). (1) (2)
10.33	Form of Restricted Stock Unit Award Agreement (filed as Exhibit 10.3 to the Registrant's Current Report on Form 8-K as filed on February 19, 2010). (1) (2)
10.34	Form of Stock Option Agreement (filed as Exhibit 10.4 to the Registrant's Current Report on Form 8-K as filed on February 19, 2010). (1) (2)
10.35	Form of Stock Option Agreement under the Amended and Restated 2003 Equity Incentive Plan (Director) (filed as Exhibit 10.2 to Registrant's Quarterly Report on Form 10-Q as filed on July 28, 2010). (1) (2)
10.36	Stock Option Agreement dated as of March 12, 2004 between Tempur-Pedic International Inc. and Nancy F. Koehn (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q as filed on May 17, 2004). (1) (2)
10.37	Option Agreement dated as of December 1, 2004 between Tempur-Pedic International Inc. and Matthew D. Clift (filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K as filed on December 2, 2004). (1) (2)
10.38	Stock Option Agreement dated June 28, 2006 between Tempur-Pedic International Inc. and David Montgomery (filed as Exhibit 10.7 to Registrant's Quarterly Report on Form 10-Q as filed August 8, 2006). (1) (2)
10.39	Stock Option Agreement dated June 28, 2006 between Tempur-Pedic International Inc. and Dale E. Williams (filed as Exhibit 10.8 to Registrant's Quarterly Report on Form 10-Q as filed August 8, 2006). (1) (2)
10.40	Stock Option Agreement dated February 5, 2008 between Tempur-Pedic International, Inc. and Richard Anderson (filed as Exhibit 10.2 to Registrant's Quarterly Report on Form 10-Q as filed on May 6, 2008). (1) (2)
10.41	Stock Option Agreement dated June 30, 2008 between Tempur-Pedic International Inc. and Mark Sarvary (filed as Exhibit 10.2 to Registrant's Current Report on Form 8-K as filed on June 30, 2008). (1) (2)
12.1	Statement Regarding Computation of Earnings to Fixed Charges.

21.1	Subsidiaries of Tempur-Sealy International, Inc.
23.1	Consent of Ernst & Young LLP.
23.2	Consent of Deloitte & Touche LLP.
24.1	Power of Attorney (included on signature page).
25.1	Form T-1 Statement of Eligibility and Qualification of Trustee.
99.1	Form of Letter of Transmittal.
99.2	Form of Notice of Guaranteed Delivery.
99.3	Letter of Clients.
99.4	Letter of Brokers.

(1) Incorporated by reference.
(2) Indicates management contract or compensatory plan or arrangement.
(3) To be filed by amendment.

Table of Contents

Item 22. ***Undertakings***

(a) The undersigned hereby undertakes:

(1) To file during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by one of our directors, officers or controlling persons in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(d) The undersigned hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(e) The undersigned hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Lexington, state of Kentucky on June 3, 2013.

TEMPUR SEALY INTERNATIONAL, INC.

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Mark Sarvary and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Mark Sarvary Mark Sarvary	President, Chief Executive Officer (Principal Executive Officer) and Director
/s/ Dale E. Williams Dale E. Williams	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
/s/ Francis A. Doyle Francis A. Doyle	Director
/s/ Evelyn S. Dilsaver Evelyn S. Dilsaver	Director
/s/ Peter K. Hoffman Peter K. Hoffman	Director
/s/ John A. Heil John A. Heil	Director
/s/ Sir Paul Judge Sir Paul Judge	Director
/s/ Christopher A. Masto Christopher A. Masto	Director
/s/ P. Andrews McLane P. Andrews McLane	Director
/s/ Robert B. Trussell, Jr. Robert B. Trussell, Jr.	Director
/s/ Nancy F. Koehn Nancy F. Koehn	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Lexington, state of Kentucky on June 3, 2013.

TEMPUR WORLD, LLC

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Mark Sarvary and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Mark Sarvary Mark Sarvary	President and Chief Executive Officer (Principal Executive Officer)
/s/ Dale E. Williams Dale E. Williams	Chief Financial Officer and Manager (Principal Financial Officer and Principal Accounting Officer)

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Lexington, state of Kentucky on June 3, 2013.

TEMPUR-PEDIC MANAGEMENT, LLC

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Mark Sarvary and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Mark Sarvary Mark Sarvary	President and Chief Executive Officer (Principal Executive Officer)
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer and Manager (Principal Financial Officer and Principal Accounting Officer)

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Lexington, state of Kentucky on June 3, 2013.

TEMPUR-PEDIC NORTH AMERICA, LLC

By: /s/ John Davis
Name: John Davis
Title: Vice President, Finance and Accounting

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of John Davis and Richard Anderson his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Richard Anderson Richard Anderson	President and Manager (Principal Executive Officer)
/s/ John Davis John Davis	Vice President, Finance and Accounting (Principal Financial Officer Principal Accounting Officer)

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Lexington, state of Kentucky on June 3, 2013.

TEMPUR-PEDIC TECHNOLOGIES, INC.

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Thomas Mikkelson and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Thomas Mikkelson Thomas Mikkelson	President (Principal Executive Officer)
/s/ Dale E. Williams Dale E. Williams	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
/s/ Matthew D. Clift Matthew D. Clift	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Lexington, state of Kentucky on June 3, 2013.

TEMPUR PRODUCTION USA, LLC

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Mark Sarvary and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Mark Sarvary Mark Sarvary	President and Chief Executive Officer (Principal Executive Officer)
/s/ Dale E. Williams Dale E. Williams	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
/s/ Matthew D. Clift Matthew D. Clift	Manager

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Lexington, state of Kentucky on June 3, 2013.

DAWN SLEEP TECHNOLOGIES, INC.

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Thomas Mikkelson and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Thomas Mikkelson Thomas Mikkelson	President (Principal Executive Officer)
/s/ Dale E. Williams Dale E. Williams	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
/s/ Matthew D. Clift Matthew D. Clift	Manager

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Lexington, state of Kentucky on June 3, 2013.

TEMPUR-PEDIC MANUFACTURING, INC.

By: /s/ Robert W. Hymas
Name: Robert W. Hymas
Title: Vice President of Operations Finance

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Robert W. Hymas his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Mark Sarvary Mark Sarvary	President and Chief Executive Officer (Principal Executive Officer)
/s/ Robert W. Hymas Robert W. Hymas	Vice President of Operations Finance
/s/ Matthew D. Clift Matthew D. Clift	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Lexington, state of Kentucky on June 3, 2013.

TEMPUR-PEDIC SALES, INC.

By: /s/ John Davis
Name: John Davis
Title: Vice President, Finance and Accounting

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints John Davis his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Richard Anderson Richard Anderson	President and Chief Executive Officer (Principal Executive Officer)
/s/ John Davis John Davis	Vice President, Finance and Accounting (Principal Financial Officer and Principal Accounting Officer)
/s/ Richard Anderson Richard Anderson	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Lexington, state of Kentucky on June 3, 2013.

TEMPUR-PEDIC AMERICA, LLC

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Dale Williams Dale Williams	President and Manager (Principal Executive Officer)

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY CORPORATION

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY MATTRESS COMPANY

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY MATTRESS CORPORATION

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY MATTRESS COMPANY OF PUERTO RICO

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

OHIO-SEALY MATTRESS MANUFACTURING CO.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

OHIO-SEALY MATTRESS MANUFACTURING CO., INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY MATTRESS COMPANY OF KANSAS CITY, INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY MATTRESS COMPANY OF MEMPHIS

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY MATTRESS COMPANY OF ILLINOIS

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

A. BRANDWEIN & CO.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY MATTRESS COMPANY OF ALBANY, INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY OF MARYLAND AND VIRGINIA, INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY OF MINNESOTA, INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

NORTH AMERICAN BEDDING COMPANY

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

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/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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THE OHIO MATTRESS COMPANY
LICENSING AND COMPONENTS GROUP

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY MATTRESS MANUFACTURING COMPANY, INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY TECHNOLOGY LLC

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY KOREA, INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY REAL ESTATE, INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY TEXAS MANAGEMENT, INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY MATTRESS COMPANY OF S.W. VIRGINIA

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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WESTERN MATTRESS COMPANY

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

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Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

ADVANCED SLEEP PRODUCTS

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

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/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

MATTRESS HOLDINGS INTERNATIONAL, LLC

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY COMPONENTS-PADS, INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 3, 2013.

Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, City of Trinity, State of North Carolina on June 3, 2013.

SEALY MATTRESS COMPANY OF MICHIGAN, INC.

By: /s/ Lawrence J. Rogers
Name: Lawrence J. Rogers
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Lawrence J. Rogers and Dale E. Williams his true and lawful attorney-in-fact, with full power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such said attorneys-in-fact and agents with full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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Signature	Title
/s/ Lawrence J. Rogers Lawrence J. Rogers	President, Chief Executive Officer (Principal Executive Officer), and Director
/s/ Dale E. Williams Dale E. Williams	Executive Vice President, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director
/s/ W. Timothy Yaggi W. Timothy Yaggi	Director

Table of Contents

Exhibit Index

Exhibit Number	Description of Exhibit
2.1	Agreement and Plan of Merger dated as of September 26, 2012 (filed as Exhibit 2.1 to the Registrant's Current Report on Form 8-K as filed on September 27, 2012). (1)
3.1	Amended and Restated Certificate of Incorporation of Tempur-Pedic International Inc. (filed as Exhibit 3.1 to Amendment No. 3 to the Registrant's registration statement on Form S-1 (File No. 333-109798) as filed on December 12, 2003). (1)
3.2	Amendment to Certificate of Incorporation of Tempur-Pedic International Inc. (filed as Exhibit 3.1 to the Registrant's Current Report on Form 8-K as filed on May 24, 2013) (1)
3.3	Fifth Amended and Restated By-laws of Tempur Sealy International, Inc. (filed as Exhibit 3.2 to the Registrant's Current Report on Form 8-K as filed on May 24, 2013). (1)
3.4	Certificate of Formation of Tempur-Pedic Management, LLC.
3.5	Limited Liability Company Agreement of Tempur-Pedic Management, LLC.
3.6	Certificate of Formation Tempur-Pedic North America, LLC.
3.7	Limited Liability Company Agreement of Tempur-Pedic North America, LLC (as amended).
3.8	Articles of Organization of Tempur Production USA, LLC.
3.9	Operating Agreement of Tempur Production USA, LLC (as amended).
3.10	Certificate of Formation of Tempur World, LLC (as amended).
3.11	Limited Liability Company Agreement of Tempur World, LLC (as amended).
3.12	Certificate of Incorporation of Tempur-Pedic Technologies, Inc.
3.13	Bylaws of Tempur-Pedic Technologies, Inc.
3.14	Certificate of Incorporation of Dawn Sleep Technologies, Inc.
3.15	Bylaws of Dawn Sleep Technologies, Inc.
3.16	Certificate of Incorporation of Tempur-Pedic Manufacturing, Inc.
3.17	Bylaws of Tempur-Pedic Manufacturing, Inc.
3.18	Certificate of Incorporation of Tempur-Pedic Sales, Inc.
3.19	Bylaws of Tempur-Pedic Sales, Inc.
3.20	Certificate of Formation of Tempur-Pedic America, LLC.
3.21	Limited Liability Company Agreement of Tempur-Pedic America, LLC.
3.22	Articles of Incorporation of Western Mattress Company (f/k/a Jack Ward Mattress, Inc. and Sealy Mattress Company of San Diego) (as amended).
3.23	Bylaws of Western Mattress Company (f/k/a Sealy Mattress Company of San Diego).
3.24	Articles of Incorporation of Advanced Sleep Products (f/k/a Monterey Manufacturing Co.) (as amended).

3.25	Bylaws of Advanced Sleep Products.
3.26	Certificate of Incorporation of Sealy Corporation.
3.27	Second Amended and Restated Bylaws of Sealy Corporation.
3.28	Certificate of Incorporation of Sealy Mattress Corporation.
3.29	Bylaws of Sealy Mattress Corporation.
3.30	Restated Certificate of Incorporation of The Ohio Mattress Company Licensing and Components Group (f/k/a Sealy, Incorporated) (as amended).
3.31	Bylaws of The Ohio Mattress Company Licensing and Components Group.
3.32	Certificate of Incorporation of Sealy Mattress Manufacturing Company, Inc.
3.33	Bylaws of Sealy Mattress Manufacturing Company, Inc.
3.34	Certificate of Incorporation of Sealy-Korea, Inc.
3.35	Bylaws of Sealy-Korea, Inc.
3.36	Certificate of Formation of Mattress Holdings International, LLC.
3.37	Amended and Restated Limited Liability Company Agreement of Mattress Holdings International, LLC.
3.38	Certificate of Incorporation of Sealy Components-Pads, Inc.
3.39	Bylaws of Sealy Components-Pads, Inc.
3.40	Articles of Incorporation of Sealy of Maryland and Virginia, Inc.
3.41	Bylaws of Sealy of Maryland and Virginia, Inc.
3.42	Articles of Organization of Ohio-Sealy Mattress Manufacturing Co. Inc. (f/k/a Sealy of the Northeast, Inc.) (as amended).
3.43	Bylaws of Ohio-Sealy Mattress Manufacturing Co., Inc.
3.44	Certificate of Incorporation of Sealy Mattress Company of Albany, Inc. (f/k/a Empire State Bedding Co., Inc. and Sealy of Eastern New York, Inc.) (as amended).
3.45	Bylaws of Sealy Mattress Company of Albany, Inc.
3.46	Certificate of Incorporation of Sealy Mattress Co. of S.W. Virginia (f/k/a The Metcalfe Brothers, Incorporated and Metcalfe Brothers, Incorporated) (as amended).
3.47	Bylaws of Sealy Mattress Co. of S.W. Virginia.
3.48	Amended Articles of Incorporation of Sealy Mattress Company (f/k/a Ohio-Sealy Mattress Manufacturing Co.).
3.49	Bylaws of Sealy Mattress Company.
3.50	Articles of Incorporation of Ohio-Sealy Mattress Manufacturing Co. (f/k/a Sealy Mattress Co., of Georgia, Inc.) (as amended).
3.51	Bylaws of Ohio-Sealy Mattress Manufacturing Co.

3.52	Amended and Restated Articles of Incorporation of Sealy Mattress Company of Kansas City, Inc.
3.53	Bylaws of Sealy Mattress Company of Kansas City, Inc.
3.54	Articles of Incorporation of Sealy Mattress Company of Illinois (f/k/a R.H. Taylor Bedding Company and Sealy Mattress Company) (as amended).
3.55	Bylaws of Sealy Mattress Company of Illinois.
3.56	Articles of Incorporation of A. Brandwein & Co. (as amended).
3.57	Bylaws of A. Brandwein & Co.
3.58	Articles of Incorporation of Sealy of Minnesota, Inc. (f/k/a Super Rest Products, Inc.) (as amended).
3.59	Bylaws of Sealy of Minnesota, Inc.
3.60	Articles of Incorporation of North American Bedding Company (f/k/a The Stearns & Foster Upholstery Furniture Company) (as amended).
3.61	Bylaws of North American Bedding Company (f/k/a The Stearns & Foster Upholstery Furniture Company).
3.62	Articles of Incorporation of Sealy, Inc. (f/k/a OMT Corp.) (as amended).
3.63	Code of Regulations of Sealy, Inc.
3.64	Articles of Organization of SEALY TECHNOLOGY LLC.
3.65	Operating Agreement of SEALY TECHNOLOGY LLC.
3.66	Articles of Incorporation of Sealy Real Estate, Inc
3.67	Bylaws of Sealy Real Estate, Inc.
3.68	Amended Articles of Incorporation of Sealy Mattress Company of Puerto Rico (f/k/a Ohio-Sealy Mattress Manufacturing Co.).
3.69	Bylaws of Sealy Mattress Company of Puerto Rico.
3.70	Articles of Incorporation of Sealy Texas Management, Inc. (f/k/a Sealy Mattress Company of Fort Worth and Ohio- Sealy Mattress Manufacturing Co. — Fort Worth) (as amended).
3.71	Bylaws of Sealy Texas Management, Inc. (f/k/a The Ohio-Sealy Mattress Manufacturing Co. — Fort Worth).
3.72	Restated Charter of Sealy Mattress Company of Memphis (f/k/a Slumber Products Corporation) (as amended).
3.73	Bylaws of Sealy Mattress Company of Memphis.
3.74	Articles of Incorporation of Sealy Mattress Company of Michigan, Inc. ((f/k/a Brown Reliable Bedding Company) (as amended).
3.75	Bylaws of Sealy Mattress Company of Michigan, Inc.
4.1	Specimen certificate for shares of common stock (filed as Exhibit 4.1 to Amendment No. 3 to the Registrant’s registration statement on Form S-1 (File No. 333-109798) as filed on December 12, 2003). (1)
4.2	Indenture dated as of December 19, 2012 (filed as Exhibit 4.1 to the Registrant’s Current Report on Form 8-K as filed on December 19, 2012). (1)

4.3	Registration Rights Agreement dated as of December 19, 2012 (filed as Exhibit 4.2 to the Registrant's Current Report on Form 8-K as filed on December 19, 2012). (1)
4.4	Supplemental Indenture, dated as of March 18, 2013, among Tempur-Pedic International Inc., the additional Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee (filed as Exhibit 4.1 to the Registrant's Current Report on Form 8-K as filed on March 18, 2013). (1)
4.5	Second Supplemental Indenture, dated as of March 18, 2013, by and among Sealy Mattress Company, Sealy Corporation, and The Bank of New York Mellon Trust Company, N.A., as Trustee, with respect to the 8% Senior Secured Third Lien Convertible Notes due 2016 (filed as Exhibit 4.4 to Registrant's Current Report on Form 8-K as filed on March 18, 2013). (1)
4.6	Third Supplemental Indenture, dated as of March 18, 2013, by and among Sealy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee, with respect to the 8% Senior Secured Third Lien Convertible Notes due 2016 (filed as Exhibit 4.5 to Registrant's Current Report on Form 8-K as filed on March 18, 2013). (1)
4.7	Indenture, dated as of July 10, 2009, by and among Sealy Mattress Company, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee, with respect to Guaranteed Debt Securities (incorporated herein by reference to Exhibit 4.1 to Sealy Mattress Company's filing on Form 8-K (File No. 333- 117081) filed July 16, 2009) (1)
4.8	Supplemental Indenture, dated as of July 10, 2009, by and among Sealy Mattress Company, Sealy Corporation, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee and Collateral Agent, with respect to 8% Senior Secured Third Lien Convertible Notes due 2016 (incorporated herein by reference to Exhibit 4.2 to Sealy Mattress Company's filing on Form 8-K (File No. 333-117081) filed July 16, 2009). (1)
5.1	Opinion of Bingham McCutchen LLP.
5.2	Opinion of FisherBroyles, LLP with respect to the Georgia guarantor.
5.3	Opinion of Baker & McKenzie LLP with respect to the Illinois guarantors.
5.4	Opinion of Fraser Trebilcock Davis & Dunlap, P.C. with respect to the Michigan guarantor.
5.5	Opinion of Fredrikson & Byron, P.A. with respect to the Minnesota guarantor.
5.6	Opinion of Husch Blackwell LLP with respect to the Missouri guarantor.
5.7	Opinion of Kanipe Law Firm, PLLC with respect to the North Carolina guarantors.
5.8	Opinion of Vorys, Sater, Seymour and Pease LLP with respect to the Ohio guarantors.
5.9	Opinion of Bradley Arant Boult Cummings LLP with respect to the Tennessee guarantor.
5.10	Opinion of Thompson & Knight L.L.P. with respect to the Texas guarantor.
10.1	Amended and Restated Credit Agreement, dated as of June 28, 2011 (filed as Exhibit 10.1 to Registrant's Current Report on Form 8-K as filed on June 29, 2011). (1)
10.2	Amendment No. 2, dated December 12, 2012, to that certain Amended and Restated Credit Agreement dated as of June 28, 2011 (filed as Exhibit 10.2 to Registrant's Annual Report on Form 10-K as filed on February 1, 2013). (1)
10.3	Commitment Letter, dated September 26, 2012 (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8- K as filed on September 27, 2012). (1)
10.4	Letter Agreement, dated as of September 26, 2012 between Sealy Holding LLC and Tempur-Pedic International Inc. (filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q as filed on October 30, 2012). (1)
10.5	Credit Agreement, dated as of December 12, 2012 (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K as filed on December 12, 2012). (1)

10.6	Amendment No. 2, dated as of May 16, 2013, to that certain Credit Agreement, dated as of December 12, 2012. (3)
10.7	Purchase Agreement, dated December 12, 2012 (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8- K as filed on December 19, 2012). (1)
10.8	Escrow and Security Agreement, dated as of December 19, 2012 (filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K as filed on December 19, 2012). (1)
10.9	Bond Purchase Agreement, dated October 26, 2005, by and among Tempur World LLC, Tempur Production USA, Inc. and Bernalillo County (filed as Exhibit 10.5 to the Registrant's Annual Report on Form 10-K as filed on March 14, 2006). (1)
10.10	Trust Indenture, dated September 1, 2005, by and between Bernalillo County and The Bank of New York Trust Company, N.A., as Trustee (filed as Exhibit 10.2 to the Registrant's Annual Report on Form 10-K as filed on March 14, 2006). (1)
10.11	Mortgage, Assignment, Security Agreement and Fixture Filing, dated as of October 27, 2005, by and between Bernalillo County and Tempur Production USA, Inc. (filed as Exhibit 10.7 to the Registrant's Annual Report on Form 10-K as filed on March 14, 2006). (1)
10.12	Lease Agreement, dated September 1, 2005, by and between Bernalillo County and Tempur Production USA, Inc. (filed as Exhibit 10.3 to the Registrant's Annual Report on Form 10-K as filed on March 14, 2006). (1)
10.13	Non-Employee Director Deferred Compensation Plan (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q as filed on July 28, 2010). (1) (2)
10.14	Tempur-Pedic International Inc. 2002 Stock Option Plan (filed as Exhibit 10.5 to the Registrant's registration statement on Form S-4 (File No. 333-109054-02) as filed on September 23, 2003). (1) (2)
10.15	Amended and Restated Tempur-Pedic International Inc. 2003 Equity Incentive Plan (filed as Appendix B to the Registrant's Definitive Proxy Statement on Schedule 14A (File No. 001-31922) as filed on March 25, 2009). (1) (2)
10.16	First Amendment to the Amended and Restated 2003 Equity Incentive Plan (filed as Appendix A to the Registrant's Registration Proxy Statement on Schedule 14A (File No. 001-31922) as filed on March 25, 2009). (1) (2)
10.17	Tempur-Pedic International Inc. Long-term Incentive Plan (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K as filed on February 19, 2010). (1) (2)
10.18	Amended and Restated Annual Incentive Bonus Plan for Senior Executives (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q as filed on April 27, 2010). (1) (2)
10.19	Tempur-Pedic International Inc. 2003 Employee Stock Purchase Plan (filed as Exhibit No. 10.18 to Amendment No. 3 to the Registrant's registration statement on Form S-1 (File No. 333-109798) filed with the Commission on December 12, 2003). (1) (2)
10.20	Employment and Noncompetition Agreement dated as June 30, 2008, between Tempur-Pedic International Inc. and Mark Sarvary (filed as Exhibit 10.1 to Registrant's Current Report on Form 8-K as filed on June 30, 2008). (1) (2)
10.21	Employment Agreement dated as of July 18, 2006 between Tempur-Pedic International Inc. and Richard Anderson (filed as Exhibit 10.1 to Registrant's Quarterly Report on Form 10-Q as filed November 7, 2006). (1) (2)
10.22	Employment and Noncompetition Agreement dated as of February 4, 2013, between Tempur-Pedic International Inc. and W. Timothy Yaggi (incorporated herein by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K as filed on February 4, 2013) (1) (2)
10.23	Employment and Noncompetition Agreement dated as of December 1, 2004, between Tempur-Pedic International Inc. and Matthew D. Clift (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K as filed on December 2, 2004). (1) (2)

10.24	Employment and Non-Competition Agreement by and between Tempur-Pedic International Inc. and Lou Hedrick Jones dated as of June 1, 2009 (filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q as filed on July 27, 2009). (1) (2)
10.25	Employment Agreement dated September 12, 2003, between Tempur International Limited and David Montgomery (filed as Exhibit 10.13 to Amendment No. 1 to the Registrant's registration statement on Form S-4 ((File No. 333- 109054-02) as filed on October 31, 2003). (1) (2)
10.26	Employment and Non-Competition Agreement by and between Tempur-Pedic International Inc. and Brad Patrick dated as of September 1, 2010 (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q as filed on October 28, 2010). (1) (2)
10.27	Amended and Restated Employment Agreement dated March 5, 2008 by and among Tempur-Pedic International Inc., Tempur World, LLC and Dale E. Williams (filed as Exhibit 10.1 to Registrant's Current Report on Form 8-K as filed March 7, 2008). (1) (2)
10.28	Form of Stock Option Agreement under the 2003 Equity Incentive Plan (filed as Exhibit 10.9 to Registrant's Quarterly Report on Form 10-Q as filed August 8, 2006). (1) (2)
10.29	Form of Stock Option Agreement under the Amended and Restated 2003 Equity Incentive Plan (EVP) (filed as Exhibit 9.1 to Registrant's Current Report on Form 8-K as filed on May 19, 2008). (1) (2)
10.30	Form of Stock Option Agreement under the Amended and Restated 2003 Equity Incentive Plan (Director) (filed as Exhibit 10.40 to Registrant's Annual Report on Form 10-K as filed on February 12, 2009). (1) (2)
10.31	Form of Stock Option Agreement under the United Kingdom Approved Share Option Sub Plan to the 2003 Equity Incentive Plan (filed as Exhibit 10.1 to Registrant's Quarterly Report on Form 10-Q as filed on April 30, 2009). (1) (2)
10.32	Form of Performance Restricted Stock Unit Award Agreement (filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K as filed on February 19, 2010). (1) (2)
10.33	Form of Restricted Stock Unit Award Agreement (filed as Exhibit 10.3 to the Registrant's Current Report on Form 8-K as filed on February 19, 2010). (1) (2)
10.34	Form of Stock Option Agreement (filed as Exhibit 10.4 to the Registrant's Current Report on Form 8-K as filed on February 19, 2010). (1) (2)
10.35	Form of Stock Option Agreement under the Amended and Restated 2003 Equity Incentive Plan (Director) (filed as Exhibit 10.2 to Registrant's Quarterly Report on Form 10-Q as filed on July 28, 2010). (1) (2)
10.36	Stock Option Agreement dated as of March 12, 2004 between Tempur-Pedic International Inc. and Nancy F. Koehn (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q as filed on May 17, 2004). (1) (2)
10.37	Option Agreement dated as of December 1, 2004 between Tempur-Pedic International Inc. and Matthew D. Clift (filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K as filed on December 2, 2004). (1) (2)
10.38	Stock Option Agreement dated June 28, 2006 between Tempur-Pedic International Inc. and David Montgomery (filed as Exhibit 10.7 to Registrant's Quarterly Report on Form 10-Q as filed August 8, 2006). (1) (2)
10.39	Stock Option Agreement dated June 28, 2006 between Tempur-Pedic International Inc. and Dale E. Williams (filed as Exhibit 10.8 to Registrant's Quarterly Report on Form 10-Q as filed August 8, 2006). (1) (2)
10.40	Stock Option Agreement dated February 5, 2008 between Tempur-Pedic International, Inc. and Richard Anderson (filed as Exhibit 10.2 to Registrant's Quarterly Report on Form 10-Q as filed on May 6, 2008). (1) (2)
10.41	Stock Option Agreement dated June 30, 2008 between Tempur-Pedic International Inc. and Mark Sarvary (filed as Exhibit 10.2 to Registrant's Current Report on Form 8-K as filed on June 30, 2008). (1) (2)
12.1	Statement Regarding Computation of Earnings to Fixed Charges.

21.1	Subsidiaries of Tempur-Sealy International, Inc.
23.1	Consent of Ernst & Young LLP.
23.2	Consent of Deloitte & Touche LLP.
24.1	Power of Attorney (included on signature page).
25.1	Form T-1 Statement of Eligibility and Qualification of Trustee.
99.1	Form of Letter of Transmittal.
99.2	Form of Notice of Guaranteed Delivery.
99.3	Letter of Clients.
99.4	Letter of Brokers.

(1) Incorporated by reference.
(2) Indicates management contract or compensatory plan or arrangement.
(3) To be filed by amendment.

Exhibit 3.4

CERTIFICATE OF FORMATION

OF

TEMPUR-PEDIC MANAGEMENT, LLC

This Certificate of Formation of Tempur-Pedic Management, LLC (the "LLC"), dated as of September 28, 2012, has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is Tempur-Pedic Management, LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is c/o National Corporate Research, Ltd., 615 South DuPont Highway, Dover, DE 19901.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware are National Corporate Research, Ltd., 615 South DuPont Highway, Dover, DE 19901.

FOURTH. This Certificate of Formation shall be effective on September 30, 2012, at 11:59 p.m. EDT.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Dale E. Williams
Name: Dale E. Williams
Authorized Person

EXHIBIT 3.5

LIMITED LIABILITY COMPANY AGREEMENT
OF
TEMPUR-PEDIC MANAGEMENT, LLC

This Limited Liability Company Agreement of Tempur-Pedic Management, LLC, dated and effective as of September 30, 2012 (this "Agreement"), is entered into by Tempur World, LLC,' as the sole member (the "Member").

WHEREAS, Tempur-Pedic Management, Inc. (the "Corporation") was organized as a Delaware corporation on July 1, 2008;

WHEREAS, on the date hereof, the board of directors of the Corporation adopted a resolution adopting and approving the conversion of the Corporation to a limited liability company and the adoption of this Agreement, and recommending the adoption of such conversion and this Agreement to the sole stockholder of the Corporation, pursuant to Section 266 of the General Corporation Law of the State of Delaware (the "GCL");

WHEREAS, on the date hereof, by written consent, the sole stockholder of the Corporation adopted and approved the conversion of the Corporation to a limited liability company and the adoption of this Agreement pursuant to Section 266 of the GCL;

WHEREAS, on the date hereof, the Corporation was converted to a limited liability company pursuant to Section 18-214 of the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and Section 266 of the GCL by causing the filing with the Secretary of State of the State of Delaware of a Certificate of Conversion to Limited Liability Company and a Certificate of Formation (the "Conversion"): and

WHEREAS, pursuant to this Agreement and the Conversion, the sole stockholder of the Corporation became a member of the Company, the shares of capital stock in the Corporation were converted into limited liability company interests, and the sole stockholder of the Corporation became the owner of all of the limited liability company interests in the Company.

The Member, by execution of this Agreement, hereby forms a limited liability company pursuant to and in accordance with the Act, and hereby agrees as follows:

1. **Name**. The name of the limited liability company formed hereby is Tempur-Pedic Management, LLC (the "Company"), Effective as of the time of the Conversion, (i) the Certificate of Incorporation of the Corporation and the By-Laws of the Corporation, each in effect on the date hereof, are replaced and superseded in their entirety by this Agreement in respect of all periods beginning on or after the Conversion, (ii) the sole stockholder of the Corporation immediately prior to the Conversion is automatically admitted to the Company as a member of the Company upon its execution of this Agreement, (iii) all of the shares of stock in the Corporation issued and outstanding immediately prior to the Conversion are converted to all of the Shares (as defined below), (iv) the sole stockholder of the Corporation immediately prior to the Conversion is the owner of all Shares (as defined below), and (v) all certificates evidencing shares of capital stock in the Corporation issued by the Corporation and outstanding immediately prior to the Conversion shall be surrendered to the Company and shall be canceled on the books and records of the Corporation, and the Company shall issue non-negotiable certificates substantially in the form of Exhibit A hereto, which evidences the ownership of the Shares (a "Share Certificate") to replace such certificates.

2. **Certificates**. Dale E. Williams is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware (such filing being hereby approved and ratified in all respects). Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Manager (as defined herein) thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Manager, as an authorized person, within the meaning of the Act, shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be fled in with the Secretary of State of the State of Delaware. The Manager shall execute, deliver and file, or cause the execution, delivery and filing of any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business.

3. **Purposes**. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

4. **Principal Business Office**. The principal business office of the Company shall be located at 1713 Jaggie Fox Way, Lexington, KY 40511, or such other location as may hereafter be determined by the Manager.

5. **Registered Office**. The address of the registered office of the Company in the State of Delaware is c/o National Corporate Research, Ltd., 615 South DuPont Highway, Dover, DE 19901.

6. **Registered Agent**. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are National Corporate Research, Ltd., 615 South DuPont Highway, Dover, DE 19901.

7. **Limited Liability**. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

8. **Capital Contributions**. The Member is hereby admitted as the Member of the Company, effective at the time of Conversion, upon its execution and delivery of this Agreement. The Member is deemed to have contributed to the Company all amounts that it paid to the Corporation for the shares of stock in the Corporation.

9. **Additional Contributions**. The Member is not required to make any additional contribution to the capital of the Company. However, the Member may, at any time and in its sole discretion, make additional contributions to the capital of the Company.

The Manager shall have no authority to request or otherwise cause the Member to make additional contributions to the capital of the Company.

10. **Allocation of Profits and Losses**. The Company's profits and losses shall be allocated solely to the Member.

11. **Distributions**. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Company at the direction of the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

12. **Management**.

(a) The management of the Company's business shall be vested in the person or entity designated by the Member as the manager of the Company within the meaning of the Act (the "Manager"), The Manager, on behalf of the Company, shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes as set forth in Section 3 hereof. The Manager is an agent of the Company for the purpose of the Company's business, and the actions of the Manager taken in accordance with such powers shall bind the Company. The Manager may be but need not be a member of the Company. Notwithstanding any other provisions of this Agreement, the Manager is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person or entity, including any member of the Company.

(b) The Member hereby designates Dale E. Williams as the initial Manager, and Dale E, Williams hereby accepts such designation and agrees to be bound by the terms and conditions of this Agreement. Any successor Manager appointed by the Member shall execute an instrument reasonably satisfactory to the Member accepting its designation as manager of the Company and agreeing to the terms and conditions of this Agreement.

(c) The Company shall not compensate the Manager for its services in the management of the Company. The Company shall reimburse the Manager for all ordinary and necessary out-of-pocket expenses incurred by the Manager on behalf of the Company.

(d) A Manager may be removed with or without cause at any time by the Member. Any removal of a Manager shall become effective on such date as may be specified by the Member. A Manager may resign from its position as manager of the Company at any time upon not less than 10 days' prior written notice to the Member.

13. **Officers**. The Manager may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the General Corporation Law of the State of Delaware, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are

normally associated with that office. The Manager may delegate to any Officer any of the Manager's powers under this Agreement, including, without limitation, the power to bind the Company. Any delegation pursuant to this Section 13 may be revoked at any time by the Manager. An Officer may be removed with or without cause by the Manager. The Manager hereby designates the following individuals as the initial Officers of the Company:

Name	Title
Mark Sarvary	President and Chief Executive Officer
Dale E. Williams	EVP and Chief Financial Officer
Lou 1-I. Jones	EVP, General Counsel and Secretary
Matthew Clift	EVP of Global Operations
Richard Anderson	EVP and President, NA
David Montgomery	EVP and President of International Operations
Brad Patrick	EVP, Chief Human Resources Officer
Chad Colony	Senior VP, Retail Sales, New Business Development
Bhaskar Rao	Senior VP, Finance and Chief Accounting Officer
Barry Hytinen	Senior VP, Global Business Development
Stuart Scott	VP and CIO
William H. Poche	Treasurer and Assistant Secretary
Kenneth Kilburn	VP of Strategic Sourcing and Product Engineering
Robert W. Ilymas	VP of Operations
David C. llochwalt	VP of Global Tax
Robert Edwards	VP, Dynamics 2014
Dan Setlak	VP, U.S. Sales
Scott Vollet	VP, Global Supply Chain
Patrice Varni	VP, Direct to Consumer

14. **Other Business**. Any Member or Manager and any Affiliate of any Member or Manager may engage in or possess an interest in other profit-seeking or business ventures of any kind, nature or description, independently or with others, whether or not such ventures are competitive with the Company and the doctrine of corporate opportunity, or any

analogous doctrine, shall not apply to any Member or Manager. No Member or Manager who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company shall have any duty to communicate or offer such opportunity to the Company, and such Member or Manager shall not be liable to the Company or to the Members for breach of any fiduciary or other duty by reason of the fact that such Member or Manager pursues or acquires for, or directs such opportunity to another Person or does not communicate such opportunity or information to the Company. Neither the Company nor any Member shall have any rights or obligations by virtue of this Agreement or the relationship created hereby in or to such independent ventures or the income or profits or losses derived therefrom, and the pursuit of such ventures, even if competitive with the activities of the Company, shall not be deemed wrongful or improper.

15. **Exculpation and Indemnification**. Neither the Member nor the Manager nor any Officer shall be liable to the Company or any other person or entity who is bound by this Agreement for any loss, damage or claim incurred by reason of any actor omission performed or omitted by such Member, Manager or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member, Manager or Officer by this Agreement, except that the Member, Manager or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's, Manager's or Officer's gross negligence or willful misconduct. To the full extent permitted by applicable law, the Member, the Manager and the Officers shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member, Manager or Officers by reason of any act or omission performed or omitted by such Member, Manager or Officers in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member, Manager or Officers by this Agreement, except that the Member, the Manager or any Officer shall not be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member, Manager or Officer by reason of its gross negligence or willful misconduct with respect to such acts or omissions. Such indemnification shall survive the resignation, removal, or termination of any such Person as a Member, Manager or Officer of the Company or as such an affiliate regardless of any reason or basis therefor. As part of the right of indemnification under this Section 15, any expenses incurred in the defense, settlement, or disposition of any action, suit or other proceeding and any appeal therefrom shall be paid from time to time by the Company in advance of the final disposition thereof upon receipt of an undertaking by the indemnified Person to repay to the Company the amounts so paid if it is ultimately determined that the Company is not required to provide such an indemnity under this Section 15 or otherwise. Such advancement of expenses shall be made by the Company promptly following its receipt of a request therefor by the indemnified Person and of the foregoing undertaking. Any indemnity or advancement under this Section 15 shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

16. **Assignments**. The Member may at any time assign in whole or in part its limited liability company interest in the Company. The transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its interest in the Company pursuant to this Section 16, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

17. **Resignation**. The Member may at any time resign from the Company.

18. **Admission of Additional Members**. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

19. **Dissolution**.

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no members of the Company unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) The bankruptcy (within the meaning of the Act) of the Member shall not cause the Member to cease to be a member of the Company and, upon the occurrence of such an event, the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

20. **Separability of Provisions**. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

21. **Entire Agreement**. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

22. **Governing Law**. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

23. **Amendments**. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

24. **Sole Benefit of Member**. Except as expressly provided in Section 15 hereof, the provisions of this Agreement (including Section 9) are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Member or of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall not have any duty or obligation to any creditor of the Company or of the Member to make any contributions or payments to the Company.

25. **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

26. **Membership Interest**. Upon the Conversion, all of the shares of stock of the Corporation were converted into limited liability company interests in the Company. The limited liability company interests in the Company are represented by 1,000 authorized and issued units, each with a par value of $0.01 per unit (each, a "Share"). All of a Member's Shares, in the aggregate, represent such Member's entire limited liability company interest in the Company.

(a) Upon the issuance of Shares to any Member in accordance with the provisions of this Agreement, the Manager shall cause the Company to issue one or more Share Certificates in the name of such Member. Each such Share Certificate shall be denominated in terms of the number of Shares evidenced by such Share Certificate and shall be signed by at least one (1) Officer.

(b) The Company shall issue a new Share Certificate in place of any Share Certificate previously issued if the holder of the Shares represented by such Share Certificate, as reflected on the books and records of the Company:

(i) makes proof by affidavit, in form and substance satisfactory to the Manager, that such previously issued Share Certificate has been lost, stolen or destroyed;

(ii) requests the issuance of a new Share Certificate before the Company has notice that such previously issued Share Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested by the Manager, delivers to the Company a bond, in form and substance satisfactory to the Manager, with such surety or sureties as the Manager may direct, to indemnify the Company against any claim that may be made on account of the alleged loss, destruction or theft of the previously issued Share Certificate; and

(iv) satisfies any other reasonable requirements imposed by the Manager.

(c) Upon a Member's transfer in accordance with the provisions of this Agreement of any or all Shares represented by a Share Certificate, such Member shall deliver such Share Certificate to the Company for cancellation, and the Manager shall thereupon cause to be issued a new Share Certificate to such Member's transferee for the number of Shares being transferred and, if applicable, cause to be issued to such Member a new Share Certificate for that number of Shares that were represented by the canceled Share Certificate and that are not being transferred,

27. **Voting by Membership Interest**. In any situation that requires action by the Member, the Member may cast one vote for each outstanding Share held by it. Any action required to be taken by the Member will be decided by a majority of outstanding Shares.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

TEMPUR WORLD, LLC, as sole member

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: Executive Vice President and Chief Financial Officer

Agreed and Accepted
/s/ Dale E. Williams
Dale E. Williams

EXHIBIT A
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
TEMPUR-PEDIC MANAGEMENT, LLC

SHARE CERTIFICATE FOR
SHARES OF TEMPUR-PEDIC MANAGEMENT, LLC

THIS CERTIFICATE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES OR BLUE SKY LAWS OF ANY STATE. THE HOLDER OF THIS CERTIFICATE, BY ITS ACCEPTANCE HEREOF, REPRESENTS THAT IT IS ACQUIRING THIS SECURITY FOR INVESTMENT AND NOT WITH A VIEW TO ANY SALE OR DISTRIBUTION HEREOF.

Certificate Number _____ _____ Shares

Tempur-Pedic Management, LLC, a Delaware limited liability company (the "Company"), hereby certifies that Tempur World, LLC (together with any assignee of this Certificate, the "Holder") is the registered owner of shares of limited liability company interests in the Company (the "Shares"). The rights, powers, preferences, restrictions and limitations of the Shares are set forth in, and this Share Certificate and the Shares represented hereby are issued and shall in all respects be subject to the terms and provisions of the Limited Liability Company Agreement of the Company dated as of September 30, 2012, as the same may be amended from time to time (the "Limited Liability Company Agreement"). By acceptance of this Share Certificate, and as a condition to being entitled to any rights and/or benefits with respect to the Shares evidenced hereby, the Holder is deemed to have agreed to comply with and be bound by all the terms and conditions of the Limited Liability Company Agreement. The Company will furnish a copy of the Limited Liability Company Agreement to the Holder without charge upon written request to the Company at its principal place of business.

This Share Certificate shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Company has caused this Certificate to be executed by one (1) of its Officers.

Dated: _____

_____

Name: _____

Exhibit 3.6

CERTIFICATE OF FORMATION

OF

Tempur-Pedic North America, LLC

1. The name of the limited liability company is:

Tempur-Pedic North America, LLC

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company,

3. This Certificate of Formation shall be effective on July 1, 2008.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Tempur-Pedic North America, LLC this 24th day of June 2008.

Tempur-Pedic North America, LLC

By: /s/ Dale E. Williams
Authorized Person

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

The name of the limited liability company is TEMPUR-PEDIC NORTH AMERICA, LLC

2. The Registered Office of the limited liability company in the State of Delaware is changed to 615 South DuPont Highway (street), in the City of Dover Zip Code 19901. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is National Corporate Research, Ltd.

By: _____
Authorized Person

Name: Dale E. Williams
Print or Type

EXHIBIT 3.7

LIMITED LIABILITY COMPANY AGREEMENT

OF

TEMPUR-PEDIC NORTH AMERICA, LLC

A DELAWARE LIMITED LIABILITY COMPANY

This LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of Tempur-Pedic North America, LLC, a Delaware limited liability company (the "**Company**"), dated as of July 1, 2008, is made by Tempur-Pedic Management Inc., a Delaware corporation (the "**Member**"):

RECITALS

WHEREAS, the Company originally was formed as a corporation under the name Tempur-Pedic North America, Inc. under the laws of the State of Delaware, pursuant to a Certificate of Incorporation filed with the Secretary of State of the State of Delaware;

WHEREAS, the Company filed the Certificate of Conversion and the Certificate of Formation with the Secretary of State of Delaware on the Effective Date;

NOW, THEREFORE, the Member, as sole member of the Company, hereby declares the following to be the Limited Liability Company Agreement of the Company as of the date hereof:

ARTICLE I
DEFINITIONS AND TERMS

Section 1.01 Definitions. Unless the context otherwise requires, the following terms shall have the following meanings for the purposes of this Agreement:

"***Act***" means the Delaware Limited Liability Company Act, 6 Del C. §§ 18-101, et seq., as amended from time to time (or any corresponding provisions of succeeding law).

"***Certificate of Conversion***" means the Certificate of Conversion filed with the Secretary of State of the State of Delaware on the Effective Date to convert Tempur-Pedic North America, Inc into a limited liability company pursuant to §266 of the Delaware General Corporation Law.

"***Certificate of Formation***" means the Certificate of Formation filed with the Secretary of State of the State of Delaware on the Effective Date to form the Company pursuant to the Act, as amended, modified, supplemented, or restated from time to time.

"***Effective Date***" shall have the meaning set forth in Section 2.02.

"***Interest"*** means the ownership interest in the Company at any time, including in this Agreement, together with the obligations of the Member to comply with all the terms and provisions of this Agreement Such ownership interest shall be uncertificated as of the date hereof but may be certificated in the future if the Member so elects.

"***Managers***" means Dale E. Williams, Richard Anderson, and James D. Miranda collectively acting in their capacity as Managers of the Company.

"***Person***" has the meaning set forth in the Act.

Section 1.02 Interpretation. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. All references herein to Articles, Sections, and Exhibits shall be deemed to be references to Articles and Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The words "include", "includes", and "including" shall be deemed to be followed by the phrase "without limitation." As used herein, references to any agreement, contract or document shall include all amendments, supplements and modifications thereto.

ARTICLE II
THE COMPANY

Section 2.01 Name. The name of the Company shall be as set forth in the Preamble hereof. All business of the Company shall be conducted under such name and title to all property, real, personal, or mixed, tangible or intangible, owned by the Company shall be held in such name. Notwithstanding the preceding sentence, the Member may change the name of the Company or adopt such trade or fictitious names as it may determine.

Section 2.02 Term. The term of the Company commenced on the date of filing of the Certificate in the Office of the Secretary of State of the State of Delaware (the "Effective Date"). The term of the Company shall continue until terminated as provided in Article VII.

Section 2.03 Principal Place of Business. The principal place of business of the Company shall be located at 1713 Jaggie Fox Way, Lexington, Kentucky 40511. The Member may establish other offices at other locations.

Section 2.04 Agent for Service of Process. The registered office of the Company in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801. The name and address of the registered agent of the Company for service of process of the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

Section 2.05 Purposes of the Company. The Company has been organized to engage in any lawful act or activity for which a Delaware limited liability company may be formed.

ARTICLE III
LIMITATION ON LIABILITY

Section 3.01 Limitation on Liability. The liability of the Member shall be limited to its Interest in the Company, and the Member shall not have any personal liability to contribute money to, or in respect of, the liabilities or the obligations of the Company, except as set forth in the Act.

ARTICLE IV
DISTRIBUTIONS; INCOME TAX TREATMENT

Section 4.01 Distributions. Except as otherwise provided in the Act, distributions may be made to the Member at such times and in such amounts as the Member shall determine.

Section 4.02 Income Tax Treatment. The Company shall be treated as a disregarded entity for federal, state and local income tax purposes.

ARTICLE V
BOOKS AND RECORDS

Section 5.01 Books and Records. The Member shall keep or cause to be kept complete and accurate books of account and records that shall reflect all transactions and other matters and include all documents and other materials with respect to the Company's business that are usually entered into and maintained by Persons engaged in similar businesses. All Company financial statements shall be accurate in all material respects, shall fairly present the financial position of the Company and the results of its operations, and shall be prepared in accordance with generally accepted accounting principles, subject, in the case of quarterly statements, to year-end adjustments. The books of the Company shall at all times be maintained at the principal office of the Company or at such other location as the Member decides.

ARTICLE VI
MANAGEMENT OF THE COMPANY

Section 6.01 Business Management.

(a) The business and affairs of the Company shall be managed exclusively by the Managers. The Managers shall, acting in their sole discretion, direct, manage, and control the business of the Company to the best of their ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which they shall deem to be necessary, appropriate, or convenient to accomplish the business and objectives of the Company.

(b) No Member (except one who may also be a Manager) shall participate in or have any control over the Company business, except as required by law or as provided by this Agreement.

Section 6.02 Certain Powers of the Managers.

(a) General. Without limitation of any other rights and powers granted to them, the Managers shall have the right on behalf of the Company, in their sole discretion and upon such terms and conditions as they shall deem proper, to:

(i) borrow money on the general credit of the Company for use in the Company business and to secure such borrowings with any assets of the Company;

(ii) purchase any and all real and personal property necessary or appropriate, as determined by the Managers in their discretion, in connection with carrying out the purposes of the Company, and finance and refinance such purchase, in whole or in part, by giving the seller or any other Person a security interest in the property so purchased;

(iii) make reasonable and necessary capital expenditures and improvements with respect to the real and personal property and other assets of the Company and take all action reasonably necessary in connection with the maintenance, operation and management thereof;

(iv) employ or otherwise retain such Persons (including without limitation such managers, engineers, accountants, lawyers, and other experts) as may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(v) enter into any contract or agreement between the Company and any Manager or any affiliate;

(vi) purchase liability and other insurance to protect the Company's property and business;

(vii) hold and own any Company real or personal properties in the name of the Company;

(viii) invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(ix) execute on behalf of the Company all instruments and documents, including, without limitation, drafts, notes and other negotiable instruments, mortgages or deeds of trusts, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, Company agreements, and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company; and

(x) to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

(b) Officers. The Managers may appoint, remove, and replace as the case may be, in their sole discretion, one or more individuals to act as officers of the Company (the "**Officers**"), and authorize such Officers to act in such capacity on behalf of the Managers and the Company. The Officers shall have such power and authority as are customarily delegated to persons holding equivalent tides in a Delaware corporation except as such duties shall be limited or expanded by action of the Managers. The following individuals are hereby appointed initial Officers of the Company:

Title	Name
President	Richard Anderson
President Medical Division	Paul Coulis
Vice President of Finance and Accounting	James D. Miranda
Treasurer and Secretary	William H. Poche
Vice President US Retail Sales	Todd Miller
Vice President Retail Sales Operations And National Accounts	Lewis Grounds
Vice President Retail Sales Northeast	Thomas A. Rehwinkel
Vice President Retail Sales Southwest	Ken Hampton
Vice President Retail Sales Southeast	David Wachendorfer
Vice President Marketing and Direct Sales	Dan Setlak
Vice President Medical Division Business Development	Rick Fontaine
Controller	Jennifer Ellinor

(c) Authority to Bind. Unless authorized to do so by this Agreement, no Member of the Company (acting in the capacity of a Member) shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. Only the Managers and the Officers shall have the power and authority to bind the Company.

(d) Authorized Signatories. The Managers and the Officers shall be authorized to execute and deliver all checks, agreements, certificates, instruments or other documents requisite to carrying out the intentions and of this Agreement and of the Company in the name and on behalf of the Company. Any Officer (other than the executing Officer) shall have the authority to attest to all such actions.

(e) Reliance. Every agreement, instrument, certificate or other document executed by a Manager or Officer on behalf of the Company shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that, at the time of delivery thereof: (i) the Company was in existence; (ii) this Agreement had not been terminated or cancelled or amended in any manner so as to restrict such authority; and (iii) the execution and delivery of such agreement, instrument, certificate or other document were duly authorized under this Agreement. Any Person dealing with the Company may rely conclusively on the power and authority of a Manager or Officer as set forth in this Agreement.

Section 6.03 Devotion of Time; Expense Reimbursement. The Managers shall devote to the affairs of the Company such time as they may deem necessary for the proper performance of their duties. The Managers shall be entitled to charge the Company and to be reimbursed by the Company for all third party out-of-pocket costs or expenses reasonably incurred by such Managers in connection with Company business.

Section 6.04 Liability, Indemnification. The Managers shall have no liability to the Company or to any Member for any loss suffered by the Company which arises out of any action or inaction of such Manager if such Manager, in good faith, determined that such course of conduct was in the best interest of the Company and such course of conduct did not constitute gross negligence or willful misconduct of such Manager. The Company shall indemnify a Manager (out of Company assets only) to the fullest extent permitted by Delaware law from any losses, expenses, judgments, liabilities and amounts paid in settlement of any claims sustained by them in connection with the Company, provided that the same were not the result of gross negligence or willful misconduct on the part of such Manager. Such indemnification shall survive the resignation, removal, or termination of any such Person as a Manager or Member of the Company or as such an affiliate regardless of any reason or basis therefor. As part of the right of indemnification under this Section 6.04, any expenses incurred in the defense, settlement, or disposition of any action, suit or other proceeding and any appeal therefrom shall be paid from time to time by the Company in advance of the final disposition thereof upon receipt of an undertaking by the indemnified Person to repay to the Company the amounts so paid if it is ultimately determined that the Company is not required to provide such an indemnity under this Section 6.04 or otherwise. Such advancement of expenses shall be made by the Company promptly following its receipt of a request therefor by the indemnified Person and of the foregoing undertaking.

ARTICLE VII
DISSOLUTION AND TERMINATION

Section 7.01 Dissolution. The Company shall be dissolved and its business wound up upon the decision made at any time by the Member to dissolve the Company, or upon the occurrence of any event of dissolution under the Act.

Section 7.02 Liquidation. Upon dissolution, the Company’s business shall be liquidated in an orderly manner. The Member shall wind up the affairs of the Company pursuant to this Agreement and in accordance with the Act, including, without limitation, Section 18-804 thereof.

Section 7.03 Distribution of Property. If in the discretion of the Member it becomes necessary to make a distribution of Company property in kind in connection with the liquidation of the Company, such property shall be transferred and conveyed to the Member.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Amendments. This Agreement may be modified or amended only by the Member in writing.

Section 8.02 Benefits of Agreement. This Agreement shall not confer any rights or remedies upon, and none of the provisions of this Agreement shall be enforceable by, any person or entity apart from the Member and its respective successors and permitted assigns.

Section 8.03 Integration. This Agreement constitutes the entire agreement pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements in connection therewith. No covenant, representation, or condition not expressed in this Agreement shall affect, or be effective to interpret, change, or restrict, the express provisions of this Agreement.

Section 8.04 Headings. The titles of Articles and Sections of this Agreement are for convenience only and shall not be interpreted to limit or amplify the provisions of this Agreement.

Section 8.05 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

Section 8.06 Severability. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.

Section 8.07 Applicable Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without regard to its conflict of law principles.

IN WITNESS WHEREOF, this Agreement has been duly executed by TEMPUR-PEDIC MANAGEMENT INC. effective as of the date first-above written.

TEMPUR-PEDIC MANAGEMENT INC.

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: CFO

AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
TEMPUR PEDIC NORTH AMERICA, LLC

A DELAWARE LIMITED LIABILITY COMPANY

This Amendment (this "Amendment") to the Limited Liability Company Agreement, as amended (the "**Agreement**"), of Tempur-Pedic North America, LLC, a Delaware limited liability company (the "**Company**"), is entered into as of July 1, 2008, by Tempur-Pedic Management, Inc., a Delaware corporation as its sole member.

NOW, THEREFORE, pursuant to Section 8.01 of the Agreement, the Agreement is hereby amended by replacing the definition of "Manager" under Section 1.01 with the following:

"***Managers***" means Dale E. Williams and Richard Anderson, collectively acting in their capacity as Managers of the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Amendment as of the date first written above.

By: TEMPUR-PEDIC MANAGEMENT INC.
/s/ Dale E. Williams
Dale E. Williams
Chief Financial Officer

FIRST AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
TEMPUR-PEDIC NORTH AMERICA, LLC

A DELAWARE LIMITED LIABILITY COMPANY

This First Amendment (this "**Amendment**") to the Limited Liability Company Agreement, as amended (the "**Agreement**"), of Tempur-Pedic North America, LLC, a Delaware limited liability company (the "**Company**"), is entered into as of January , 2011, by Tempur-Pedic Sales, Inc., a Delaware corporation as its sole member (the "**Member**").

NOW, THEREFORE, pursuant to Section 8.01 of the Agreement, the Agreement is hereby amended by replacing the definition of "Manager" under Section 1.01 with the following:

> "***Managers***" means Rick Anderson, and any other person that the Member appoints in writing as a Manager, each individually acting in his or her capacity as a Manager of the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this First Amendment as of the date first written above.

By: TEMPUR-PEDIC SALES, INC.
as sole Member

Dated: January 31, 2011

/s/ William H. Poche
William H. Poche
Treasurer and Secretary

Exhibit 3.8

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF ORGANIZATION OF A
DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows:

1. The name of the limited liability company is

Tempur Production USA, LLC

(The name must contain the words limited company or limited liability company or the abbreviation L.C. LC L.L.C or LLC.

2. A. The name of the limited liability company's initial registered agent is

C 1 Corporation System

B. The registered agent is **(mark appropriate box)**:

(1) an INDIVIDUAL who is a resident of Virginia **and**

☐ a member or manager of the limited liability company.

☐ a member or manager of a limited liability company that is a member or manager of the limited liability company.

☐ an officer or director of a corporation that is a member or manager of the limited liability company.

☐ a general partner of a general or limited partnership that is a member or manager of the limited liability company.

☐ a trustee of a trust that is a member or manager of the limited liability company.

☐ a member of the Virginia State Bar.

OR

(2) ☒ a domestic or foreign stock or nonstick corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

3. The limited liability company's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent is

4701 Cox Road Suite 301	Glen Allen,	VA	23060
(number/street)	(city or town)		(zip)

Which is physically located in the ☒ county or ☐ city Henrico.

4. The limited liability company's principal office address, including the street and number, is

1713 Jaggie Fox Way	Lexington, KY 40511		
(number/street)	(city or town)	(state)	(zip)

Organizer(s)

/s/ Kyle E. Turner	7/1/2000
(signature)	(date)
Kyle E. Turner	
(printed name)	(telephone number (optional))

SEE INSTRUCTIONS ON THE REVERSE

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JUNE 25, 2008

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Tempur Production USA, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective July 1 2008

When the certificate becomes effective, Tempur Production USA, Inc is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Tempur Production USA, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization subject to the conditions and restrictions imposed by law

STATE CORPORATION COMMISSION

By /s/ Mark Christie
Commissioner

EXHIBIT 3.9

OPERATING AGREEMENT

OF

TEMPUR PRODUCTION USA, LLC

A VIRGINIA LIMITED LIABILITY COMPANY

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Temper Production USA, LLC, a Virginia limited liability company (the "Company"), dated as of July 1, 2008, is made by Tempur-Pedic Management Inc., a Delaware corporation (the "Member").

RECITALS

WHEREAS, the Company originally was formed as a corporation under the name Tempur Production USA, Inc. (the "Corporation") under the laws of the Commonwealth of Virginia, pursuant to Articles of Incorporation filed with the State Corporation Commission of the Commonwealth of Virginia;

WHEREAS, the Corporation filed the Articles of Entity Conversion with the State Corporation Commission of the Commonwealth of Virginia on the Effective Date;

NOW, THEREFORE, the Member, as sole member of the Company, hereby declares the following to be the Operating Agreement of the Company as of the date hereof:

ARTICLE I

DEFINITIONS AND TERMS

Section 1.01 Definitions. Unless the context otherwise requires, the following terms shall have the following meanings for the purposes of this Agreement:

"Act" means the Virginia Limited Liability Company Act, et seq., as amended from time to time (or any corresponding provisions of succeeding law).

"Certificate" means the Certificate of Entity Conversion issued by the State Corporation Commission of the Commonwealth of Virginia on the Effective Date to convert Temper Production USA, Inc into a limited liability company pursuant to Virginia Code §13.1-722.12.

"Effective Date" shall have the meaning set forth in Section 2.02.

"Interest" means the ownership interest in the Company at any time, including the right of the Member to any and all benefits to which the Member may be entitled as provided in this Agreement, together with the obligations of the Member to comply with all the terms and provisions of this Agreement. Such ownership interest shall be uncertificated as of the date hereof but may be certificated in the future if the Member so elects.

"Managers" means H. Thomas Bryant, Dale E. Williams and Matthew Clift collectively acting in their capacity as Managers of the Company.

"Person" has the meaning set forth in the Act.

Section 1.02 Interpretation. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. All references herein to Articles, Sections, and Exhibits shall be deemed to be references to Articles and Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The words "include", "includes", and "including" shall be deemed to be followed by the phrase "without limitation." As used herein, references to any agreement, contract or document shall include all amendments, supplements and modifications thereto.

ARTICLE II

THE COMPANY

Section 2.01 Name. The name of the Company shall be as set forth in the Preamble hereof. All business of the Company shall be conducted under such name and title to all property, real, personal, or mixed, tangible or intangible, owned by the Company shall be held in such name. Notwithstanding the preceding sentence, the Member may change the name of the Company or adopt such trade or fictitious names as it may determine.

Section 2.02 Term. The term of the Company commenced on the date of issuance of the Certificate by the State Corporation Commission of the Commonwealth of Virginia (the "Effective Date") The term of the Company shall continue until terminated as provided in Article VII.

Section 2.03 Principal Place of Business. The principal place of business' of the Company shall be located at 203 Tempur-Pedic Drive, Suite 102, Duffield, VA 24244. The Member may establish other offices at other locations.

Section 2.04 Agent for Service of Process. The registered office of the Company in the Commonwealth of Virginia is 4'701 Cox Road, Suite 301, Glen Allen, Virginia 23060. The name and address of the registered agent of the Company for service of process of the Company in the Commonwealth of Virginia is CT Corporation System, 4701 Cox Road, Suite 301, Glen Allen, Virginia 23060.

Section 2.05 Purposes of the Company. The Company has been organized to engage in any lawful act or activity for which a Virginia limited liability company may be formed.

ARTICLE III

LIMITATION ON LIABILITY

Section 3.01 Limitation on Liability. The liability of the Member shall be limited to its Interest in the Company, and the Member shall not have any personal liability to contribute money to, or in respect of, the liabilities or the obligations of the Company, except as set forth in the Act.

ARTICLE IV

DISTRIBUTIONS; INCOME TAX TREATMENT

Section 4.01 Distributions. Except as otherwise provided in the Act, distributions may be made to the Member at such times and in such amounts as the Member shall determine.

Section 4.02 Income Tax Treatment. The Company shall be treated as a disregarded entity for federal, state and local income tax purposes.

ARTICLE V

BOOKS AND RECORDS

Section 5.01 Books and Records. The Member shall keep or cause to be kept complete and accurate books of account and records that shall reflect all transactions and other matters and include all documents and other materials with respect to the Company's business that are usually entered into and maintained by Persons engaged in similar businesses. All Company financial statements shall be accurate in all material respects, shall fairly present the financial position of the Company and the results of its operations, and shall be prepared in accordance with generally accepted accounting principles, subject, in the case of quarterly statements,. to year-end adjustments. The books of the Company shall at all times be maintained at the principal office of the Company or at such other location as the Member decides.

ARTICLE VI

MANAGEMENT OF THE COMPANY

Section 6.01 Business Management.

(a) The business and affairs of the Company shall be managed exclusively by the Managers. The Managers shall, acting in their sole discretion, direct, manage, and control the business of the Company to the best of their ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which they shall deem to be necessary, appropriate, or convenient to accomplish the business and objectives of the Company.

(b) No Member (except one who may also be a Manager) shall participate in or have any control over the Company business, except as required by law or as provided by this Agreement.

Section 6.02 Certain Powers of the Managers.

(a) General. Without limitation of any other rights and powers granted to them, the Managers shall have the right on behalf of the Company, in their sole discretion and upon such terms and conditions as they shall deem proper, to:

(i) borrow money on the general credit of the Company for use in the Company business and to secure such borrowings with any assets of the Company;

(ii) purchase any and all real and personal property necessary or appropriate, as determined by the Managers in their discretion, in connection with carrying out the purposes of the Company, and finance and refinance such purchase, in whole or in part, by giving the seller or any other Person a security interest in the property so purchased;

(iii) make reasonable and necessary capital expenditures and improvements with respect to the real and personal property and other assets of the Company and take all action reasonably necessary in connection with the maintenance, operation and management thereof;

(iv) employ or otherwise retain such Persons (including without limitation such managers, engineers, accountants, lawyers, and other experts) as may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(v) enter into any contract or agreement between the Company and any Manager or any affiliate;

(vi) purchase liability and other insurance to protect the Company's property and business;

(vii) hold and own any Company real or personal properties in the name of the Company;

(viii) invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(ix) execute on behalf of the Company all instruments and documents, including, without limitation, drafts, notes and other negotiable instruments, mortgages or deeds of trusts, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, Company agreements, and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company; and

(x) to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

(b) Officers. The Managers may appoint, remove, and replace as the case may be, in their sole discretion, one or more individuals to act as officers of the Company (the "Officers"), and authorize such Officers to act in such capacity on behalf of the Managers and the Company. The Officers shall have such power and authority as are customarily delegated to persons holding equivalent titles in a Virginia corporation except as such duties shall he limited or expanded by action of the Managers. The following individuals are hereby appointed initial Officers of the Company:

Title	Name
Vice President and Plant Manager	Kenneth E. Mitchell
Vice President and Plant Manager	Peter Barr
Vice President and Controller	Wayne Fields
Treasurer and Secretary	William H. Poche

(c) Authority to Bind. Unless authorized to do so by this Agreement, no Member of the Company (acting in the capacity of a Member) shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. Only the Managers and the Officers shall have the power and authority to bind the Company.

(d) Authorized Signatories. The Managers and the Officers shall be authorized to execute and deliver all checks, agreements, certificates, instruments or other documents requisite to carrying out the intentions and purposes of this Agreement and of the Company in the name and on behalf of the Company. Any Officer (other than the executing Officer) shall have the authority to attest to all such actions.

(e) Reliance. Every agreement, instrument, certificate or other document executed by a Manager or Officer on behalf of the Company shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that, at the time of delivery thereof (i) the Company was in existence; (ii) this Agreement had not been terminated or cancelled or amended in any manner so as to restrict such authority; and (iii) the execution and delivery of such agreement, instrument, certificate or other document were duly authorized under this Agreement. Any Person dealing with the Company may rely conclusively on the power and authority of a Manager or Officer as set forth in this Agreement.

Section 6.03 Devotion of Time: Expense Reimbursement. The Managers shall devote to the affairs of the Company such time as they may deem necessary for the proper performance of their duties. The Managers shall be entitled to charge the Company and to be reimbursed by the Company for all third party out-of-pocket costs or expenses reasonably incurred by such Managers in connection with Company business.

Section 6.04 Liability; Indemnification. The Managers shall have no liability to the Company or to any Member for any loss suffered by the Company which arises out of any action or inaction of such Manager if such Manager, in good faith, determined that such course of conduct was in the best interest of the Company and such course of conduct did not constitute gross negligence or willful misconduct of such Manager. The Company shall indemnify a Manager (out of Company assets only) to the fullest extent permitted by Virginia law from any

losses, expenses, judgments, liabilities and amounts paid in settlement of any claims sustained by them in connection with the Company, provided that the same were not the result of gross negligence or willful misconduct on the part of such Manager. Such indemnification shall survive the resignation, removal, or termination of any such Person as a Manager or Member of the Company or as such an affiliate regardless of any reason or basis therefor. As part of the right of indemnification under this Section 6.04, any expenses incurred in the defense, settlement, or disposition of any action, suit or other proceeding and any appeal therefrom shall be paid from time to time by the Company in advance of the final disposition thereof upon receipt of an undertaking by the indemnified Person to repay to the Company the amounts so paid if it is ultimately determined that the Company is not required to provide such an indemnity under this Section 6.04 or otherwise. Such advancement of expenses shall be made by the Company promptly following its receipt of a request therefor by the indemnified Person and of the foregoing undertaking.

ARTICLE VII

DISSOLUTION AND TERMINATION

Section 7.01 Dissolution. The Company shall be dissolved and its business wound up upon the decision made at any time by the Member to dissolve the Company, or upon the occurrence of any event of dissolution under the Act.

Section 7.02 Liquidation. Upon dissolution, the Company's business shall be liquidated in an orderly manner. The Member shall wind up the affairs of the Company pursuant to this Agreement and in accordance with the Act, including, without limitation, Section 13.1 1048 thereof.

Section 7.03 Distribution of Property. If in the discretion of the Member it becomes necessary to make a distribution of Company property in kind in connection with the liquidation of the Company, such property shall be transferred and conveyed to the Member.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Amendments. This Agreement may be modified or amended only by the Member in writing.

Section 8.02 Benefits of Agreement. This Agreement shall not confer any rights or remedies upon, and none of the provisions of this Agreement shall be enforceable by, any person or entity apart from the Member and its respective successors and permitted assigns.

Section 8.03 Integration. This Agreement constitutes the entire agreement pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements in connection therewith. No covenant, representation, or condition not expressed in this Agreement shall affect, or be effective to interpret, change, or restrict, the express provisions of this Agreement.

Section 8.04 Headings. The titles of Articles and Sections of this Agreement are for convenience only and shall not be interpreted to limit or amplify the provisions of this Agreement.

Section 8.05 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

Section 8.06 Severability. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.

Section 8.07 Applicable Law. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

IN WITNESS WHEREOF, this Agreement has been duly executed by TEMPUR-PEDIC MANAGEMENT INC. effective as of the date first above written.

TEMPUR-PEDIC MANAGEMENT INC.

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: CFO

FIRST AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
TEMPUR PRODUCTION USA, LLC
A DELAWARE LIMITED LIABILITY COMPANY

This First Amendment (this "Amendment") to the Limited Liability Company Agreement, as amended (the "Agreement"), of Temper Production USA, LLC, a Virginia limited liability company (the "Company"), is entered into as of April 24, 2009, by Tempur-Pedic Manufacturing, Inc., a Delaware corporation as its sole member (the "Member"),

NOW, THEREFORE, pursuant to Section 8.01 of the Agreement, the Agreement is hereby amended by replacing the definition of "Manager" under Section 1.01 with the following:

> "Managers" means Dale E. Williams, Matthew Clift and Mark Sarvary, and any other person that the Member appoints in writing as a Manager, each individually acting in his or her capacity as a Manager of the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this First Amendment as of the date first written above,

Dated: April 24, 2009

By: TEMPUR-PEDIC MANUFACTURING, INC.
as sole Member

/s/ William H. Poche
William H. Poche
Treasurer and Secretary

SECOND AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
TEMPUR PRODUCTION USA, LLC
A VIRGINIA LIMITED LIABILITY COMPANY

This Second Amendment (this "Amendment") to the Limited Liability Company Agreement, as amended (the "Agreement"), of Tempur Production USA, LLC, a Virginia limited liability company (the "Company"), is entered into as of January , 2011, by Tempur-Pedic Manufacturing, Inc., a Delaware corporation as its sole member (the "Member").

NOW, THEREFORE, pursuant to Section 8.01 of the Agreement, the Agreement is hereby amended by replacing the definition of "Manager" under Section 1.01 with the following:

> "Managers" means Matthew Clift, and any other person that the Member appoints in writing as a Manager, each individually acting in his or her capacity as a Manager of the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Second Amendment as of the date first written above.

Dated: January , 2011

By: TEMPUR-PEDIC MANUFACTURING, INC.
as sole Member

/s/ William H. Poche
William H. Poche
Treasurer and Secretary

Exhibit 3.10

CERTIFICATE OF FORMATION

OF

TEMPUR WORLD, LLC

This Certificate of Formation of Tempur World, LLC (the "LLC"), dated as of December 29, 2003, is being duly executed and filed by Robert B. Trussell, Jr., as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.).

FIRST: The name of the limited liability company is:

Tempur World, LLC

SECOND: The address of its registered office the State of Delaware is 1209 Orange Street in the City of Wilmington,. County of New Castle, DE 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The Formation shall be effective upon filing with the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Tempur World, LLC this 29 day of December, 2003.

By: /s/ Robert B. Trussell, Jr.
Name: Robert B. Trussell, Jr.
Title: Authorized Person

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is TEMPUR WORLD, LLC

2. The Registered Office of the limited liability company in the State of Delaware is changed to 615 South DuPont Highway (street), in the City of Dover, Zip Code 19901. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is National Corporate Research, Ltd.

By: /s/ Dale E. Williams
Authorized Person

Name: Dale E. Williams
Print or Type

LIMITED LIABILITY COMPANY AGREEMENT

OF

TEMPUR WORLD, LLC

A DELAWARE LIMITED LIABILITY COMPANY

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Tempur World, LLC, a Delaware limited liability company (the "Company"), dated as of December 29, 2003, is made by Tempur-Pedic International Inc., a Delaware corporation (the "Member").

RECITALS

WHEREAS, the Company originally was formed as a corporation under the name Tempur-World, Inc. under the laws of the State of Delaware, pursuant to a Certificate of Incorporation filed with the Secretary of State of the State of Delaware on December 16, 1999 ("TWI");

WHEREAS, the Company filed the Certificate of Conversion and the Certificate of Formation with the Secretary of State of Delaware on the Effective Date;

NOW, THEREFORE, the Member, as sole member of the Company, hereby declares the following to be the Limited Liability Company Agreement of the Company as of the date hereof:

ARTICLE I

DEFINITIONS AND TERMS

Section 1.01 Definitions. Unless the context otherwise requires, the following terms shall have the following meanings for the purposes of this Agreement:

"Act" means the Delaware Limited Liability Company Act, 6 Del C. §§ 18-101, et seq., as amended from time to time (or any corresponding provisions of succeeding law).

"Certificate of Conversion" means the Certificate of Conversion filed with the Secretary of State of the State of Delaware on the Effective Date to convert TWI into a limited liability company pursuant to §266 of the Delaware General Corporation Law.

"Certificate of Formation" means the Certificate of Formation filed with the Secretary of State of the State of Delaware on the Effective Date to form the Company pursuant to the Act, as amended, modified, supplemented, or restated from time to time.

"Effective Date" shall have the meaning set forth in Section 2.02.

"Interest" means the ownership interest in the Company at any time, including the right of the Member to any and all benefits to which the Member may be entitled as provided in this Agreement, together with the obligations of the Member to comply with all the terms and provisions of this Agreement. Such ownership interest shall be uncertificated as of the date hereof but may be certificated in the future if the Member so elects.

"Managers" means P. Andrews Mc1.,ane, Jeffrey S. Barber, 'fully M. Friedman, Christopher A. Masto, Robert B. Trussell, Jr. and Francis A. Doyle, collectively acting in their capacity as Managers of the Company.

"Person" has the meaning set forth in the Act.

Section 1.02 Interpretation. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. All references herein to Articles, Sections, and Exhibits shall be deemed to be references to Articles and Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The words "include", "includes", and "including" shall be deemed to be followed by the phrase "without limitation." As used herein, references to any agreement, contract or document shall include all amendments, supplements and modifications thereto.

ARTICLE II

THE COMPANY

Section 2.01 Name. The name of the Company shall be as set forth in the Preamble hereof. All business of the Company shall be conducted under such name and title to all property, real, personal, or mixed, tangible or intangible, owned by the Company shall be held in such name. Notwithstanding the preceding sentence, the Member may change the name of the Company or adopt such trade or fictitious names as it may determine.

Section 2.02 Term. The term of the Company commenced on the date of filing of the Certificate in the Office of the Secretary of State of the Slate of Delaware (the "Effective Date"). The term of the Company shall continue until terminated as provided in Article VII.

Section 2.03 Principal Place of Business. The principal place of business of the Company shall be located at 1713 Jaggie Fox Way, Lexington, Kentucky 4051 i. The Member may establish other offices at other locations.

Section 2.04 Agent for Service of Process. The registered office of the Company in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801. The name and address of the registered agent of the Company for service of process of the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

Section 2.05 Purposes of the Company. The Company has been organized to engage in any lawful act or activity for which a Delaware limited liability company may be formed.

ARTICLE III

LIMITATION ON LIABILITY

Section 3.01 Limitation on Liability. The liability of the Member shall be limited to its Interest in the Company, and the Member shall not have any personal liability to contribute money to, or in respect of, the liabilities or the obligations of the Company, except as set forth in the Act.

ARTICLE IV

DISTRIBUTIONS, INCOME TAX. TREATMENT

Section 4.01 Distributions. Except as otherwise provided in the Act, distributions may be made to the Member at such times and in such amounts as the Member shall determine.

Section 4.02 Income Tax Treatment. The Company shall be treated as an entity separate from the Member for federal, state and local income tax purposes.

ARTICLE V

BOOKS AND RECORDS

Section 5.01 Books and Records. The Member shall keep or cause to be kept complete and accurate books of account and records that shall reflect all transactions and other matters and include all documents and other materials with respect to the Company's business that are usually entered into and maintained by Persons engaged in similar businesses. All Company financial statements shall be accurate in all material respects, shall fairly present the financial position of the Company and the results of its operations, and shall be prepared in accordance with generally accepted accounting principles, subject, in the case of quarterly statements, to year-end adjustments. The books of the Company shall at all times be maintained at the principal office of the Company or at such other location as the Member decides.

ARTICLE VI

MANAGEMENT OF THE COMPANY

Section 6.01 Business Management.

(a) The business and affairs of the Company shall be managed exclusively by the Managers. The Managers shall, acting in their sole discretion, direct, manage, and control the business of the Company to the best of their ability and shall have .full and complete authority, power and discretion to make any and all decisions and to do any and all things which they shall deem to be necessary, appropriate, or convenient to accomplish the business and objectives of the Company.

(b) No Member (except one who may also be a Manager) shall participate in or have any control over the Company business, except as required by law or as provided by this Agreement.

Section 6.02 Certain Powers of the Managers.

(a) General. Without limitation of any other rights and powers granted to them, the Managers shall have the right on behalf of the Company, in their sole discretion and upon such terms and conditions as they shall deem proper, to:

(i) borrow money on the general credit of the Company for use in the Company business and to secure such borrowings with any assets of the Company;

(ii) purchase any and all real and personal property necessary or appropriate, as determined by the Managers in their discretion, in connection with carrying out the purposes of the Company, and Finance and refinance such purchase, in whole or in part, by giving the seller or any other Person a security interest in the property so purchased;

(iii) make reasonable and necessary capital expenditures and improvements with respect to the real and personal property and other assets of the Company and take all action reasonably necessary in connection with the maintenance, operation and management thereof;

(iv) employ or otherwise retain such Persons (including without limitation such managers, engineers, accountants, lawyers, and other experts) as may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(v) enter into any contract or agreement between the Company and any Manager or any affiliate;

(vi) purchase liability and other insurance to protect the Company's property and business:

(vii) hold and own any Company real or personal properties in the name of the Company;

(viii) invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(ix) execute on behalf of the Company all instruments and documents, including, without limitation, drafts, notes and other negotiable instruments, mortgages or deeds of trusts, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, Company agreements, and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company; and

(x) to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

(b) Officers. The Managers may appoint, remove, and replace as the case may be, in their sole discretion, one or more individuals to act as officers of the Company (the "Officers"), and authorize such Officers to act in such capacity on behalf of the Managers and the Company. The Officers shall have such power and authority as are customarily delegated to persons holding equivalent titles in a Delaware corporation except as such duties shall be limited or expanded by action of the Managers. The following individuals are hereby appointed initial Officers of the Company:

Title	Name
President and Chief Executive Officer	Robert B. Trussell, Jr.
Sr. Vice President, Chief Financial Officer, Treasurer and Secretary	Dale E. Williams
Senior Vice President	David Fogg
Executive Vice President	H. Thomas Bryant
Executive Vice President	David Montgomery
Corporate Controller, Chief Accounting Officer, Vice President and Assistant Secretary	Jeffrey B. Johnson
Assistant Secretary and Assistant Treasurer	William H. Poche
Assistant Treasurer	Charles W. Tauchert

(c) Authority to Bind. Unless authorized to do so by this Agreement, no Member of the Company (acting in the capacity of a Member) shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. Only the Managers and the Officers shall have the power and authority to bind the Company.

(d) Authorized Signatories. The Managers and the Officers shall be authorized to execute and deliver all checks, agreements, certificates, instruments or other documents requisite to carrying out the intentions and purposes of this Agreement and of the Company in the name and on behalf of the Company. Any Officer (other than the executing Officer) shall have the authority to attest to all such actions.

(e) Reliance. Every agreement, instrument, certificate or other document executed by a Manager or Officer on behalf of the Company shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that, at the time of delivery thereof: (i) the Company was in existence; (ii) this Agreement had not been terminated or cancelled or amended in any manner so as to restrict such authority; and (iii) the execution and delivery of such agreement, instrument, certificate or other document were duly authorized under this Agreement. Any Person dealing with the Company may rely conclusively on the power and authority of a Manager or Officer as set forth in this Agreement.

Section 6.03 Devotion of Time; Expense Reimbursement. The Managers shall devote to the affairs of the Company such time as they may deem necessary for the proper performance of their duties. The Managers shall be entitled to charge the Company and to be reimbursed by the Company for all third party out-of-pocket costs or expenses reasonably incurred by such Managers in connection with Company business.

Section 6.04 Liability; Indemnification. The Managers shall have no liability to the Company or to any Member for any loss suffered by the Company which arises out of any action or inaction of such Manager if such Manager, in good faith, determined that such course of conduct was in the best interest of the Company and such course of conduct did not constitute gross negligence or willful misconduct of such Manager. The Company shall indemnify a Manager (out of Company assets only) to the fullest extent permitted by Delaware law from any losses, expenses, judgments, liabilities and amounts paid in settlement of any claims sustained by them in connection with the Company, provided that the same were not the result of gross negligence or willful misconduct on the part of such Manager. Such indemnification shall survive the resignation, removal, or termination of any such Person as a Manager or Member of the Company or as such an affiliate regardless of any reason or basis therefor. As part of the right of indemnification under this Section 6.04, any expenses incurred in the defense, settlement, or disposition of any action, suit or other proceeding and any appeal therefrom shall be paid from time to time by the Company in advance of the final disposition thereof upon receipt of an undertaking by the indemnified Person to repay to the Company the amounts so paid if it is ultimately determined that the Company is not required to provide such an indemnity under this Section 6.04 or otherwise. Such advancement of expenses shall be made by the Company promptly following its receipt of a request therefor by the indemnified Person and of the foregoing undertaking.

ARTICLE VII

DISSOLUTION AND TERMINATION

Section 7.01 Dissolution. The Company shall be dissolved and its business wound up upon the decision made at any time by the Member to dissolve the Company, or upon the occurrence of any event of dissolution under the Act.

Section 7.02 Liquidation. Upon dissolution, the Company's business shall be liquidated in an orderly manner. The Member shall wind up the affairs of the Company pursuant to this Agreement and in accordance with the Act, including, without limitation, Section 18-804 thereof.

Section 7.03 Distribution of Property. It' in the discretion of the Member it becomes necessary to make a distribution of Company property in kind in connection with the liquidation of the Company, such property shall be transferred and conveyed to the Member.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Amendments. This Agreement may be modified or amended only by the Member in writing.

Section 8.02 Benefits of Agreement. This Agreement shall not confer any rights or remedies upon, and none of the provisions of this Agreement shall be enforceable by, any person or entity apart from the Member and its respective successors and permitted assigns.

Section 8.03 Integration. This Agreement constitutes the entire agreement pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements in connection therewith. No covenant, representation, or condition not expressed in this Agreement shall affect, or be effective to interpret, change, or restrict, the express provisions of this Agreement.

Section 8.04 Headings. The titles of Articles and Sections of this Agreement are for convenience only and shall not be interpreted to limit or amplify the provisions of this Agreement.

Section 8.05 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

Section 8.06 Severability. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.

Section 8.07 Applicable Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without regard to its conflict of law principles.

IN WITNESS WHEREOF, this Agreement has been duly executed by TEMPUR-PEDIC INTERNATIONAL, INC. effective as of the date first above written.

TEMPUR-PEDIC INTERNATIONAL INC.

By: /s/ William H. Poche
Name: William H. Poche
Title: Assistant Treasurer and
Assistant Secretary

FIRST AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
TEMPUR WORLD, LLC
A DELAWARE LIMITED LIABILITY COMPANY

This First Amendment (this "Amendment") to the Limited Liability Company Agreement (the "Agreement") of Tempur World, LLC, a Delaware limited liability company (the "Company"), is entered into as of July 13, 2004, by Tempur-Pedic International Inc., a Delaware corporation (the "Member").

NOW, THEREFORE, pursuant to Section 8.01 of the Agreement, the Agreement is hereby amended by replacing the definition of "Manager" under Section 1.01 with the following:

> "Managers" means Robert B. Trussell, Jr., Dale E. Williams, H. Thomas Bryant, and any other person that the Member appoints in writing as a Manager, collectively acting in their capacity as Managers of the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Amendment as of the date first written above.

Dated: July 13, 2004

By: TEMPUR-PEDIC INTERNATIONAL INC.,
as sole Member

/s/ Dale E. Williams
Dale E. Williams
Senior Vice President, Chief Financial Officer, Secretary, and Treasurer

SECOND AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
TEMPUR WORLD, LLC
A DELAWARE LIMITED LIABILITY COMPANY

This Second Amendment (this "Amendment") to the Limited Liability Company Agreement, as amended (the "Agreement"), of Tempur World, LLC, a Delaware limited liability company (the "Company"), is entered into as of June 21, 2006, by Tempur-Pedic International Inc., a Delaware corporation as its sole member (the "Member").

NOW, THEREFORE, pursuant to Section 8.01 of the Agreement, the Agreement is hereby amended by replacing the definition of "Manager" under Section 1.01 with the following:

> "Managers" means Dale E. Williams and H. Thomas Bryant, and any other person that the Member appoints in writing as a Manager, each individually acting in his or her capacity as a Manager of the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Second Amendment as of the date first written above.

Dated: June 21, 2006

By: TEMPUR-PEDIC INTERNATIONAL INC.,
as sole Member

/s/ Dale E. Williams
Dale E. Williams
Senior Vice President, Chief Financial Officer, Secretary, and Treasurer

THIRD AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
TEMPUR WORLD, LLC
A DELAWARE LIMITED LIABILITY COMPANY

This Third Amendment (this "Amendment") to the Limited Liability Company Agreement, as amended (the "Agreement"), of Tempur World, LLC, a Delaware limited liability company (the "Company"), is entered into as of April 24, 2009, by Tempur-Pedic International Inc., a Delaware corporation as its sole member (the "Member").

NOW, THEREFORE, pursuant to Section 8.01 of the Agreement, the Agreement is hereby amended by replacing the definition of "Manager" under Section 1.01 with the following:

> "Managers" means Dale E. Williams and Mark Sarvary, and any other person that the Member appoints in writing as a Manager, each individually acting in his or her capacity as a Manager of the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Third Amendment as of the date first written above.

Dated: April 24, 2009

By: TEMPUR-PEDIC INTERNATIONAL INC.,
as sole Member

/s/ William H. Poche
William H. Poche
Assistant Secretary

FOURTH AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
TEMPUR WORLD, LLC
A DELAWARE LIMITED LIABILITY COMPANY

This Fourth Amendment (this "Amendment") to the Limited Liability Company Agreement, as amended (the "Agreement"), of Tempur World, LLC, a Delaware limited liability company (the "Company"), is entered into as of January 31, 2011, by Tempur-Pedic International Inc., a Delaware corporation as its sole member (the "Member").

NOW, THEREFORE, pursuant to Section 8.01 of the Agreement, the Agreement is hereby amended by replacing the definition of "Manager" under Section 1.01 with the following:

> "Managers" means Dale E. Williams, and any other person that the Member appoints in writing as a Manager, each individually acting in his or her capacity as a Manager of the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Fourth Amendment as of the date first written above.

Dated: January 31, 2011

By: TEMPUR-PEDIC INTERNATIONAL INC.,
as sole Member

/s/ William H. Poche
William H. Poche
Treasurer and Assistant Secretary

EXHIBIT 3.12

CERTIFICATE OF INCORPORATION

OF

TEMPUR-PEDIC TECHNOLOGIES, INC.

1. Name. The name of the corporation is: Tempur-Pedic Technologies, Inc.

2. Registered Office and Agent. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Purpose. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. Capital Stock. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each such shares is Zero Dollars and One Cent ($0.01) amounting in the aggregate to Ten Dollars and No Cents ($10.00).

5. Bylaws. The board of directors is authorized to make, alter or repeal the bylaws of the Corporation.

6. Cumulative Voting. Cumulative voting shall not be allowed in the election of directors.

7. Incorporator. The name and mailing address of the sole incorporator is:

Jeffrey L. Hallos, Esq.
Frost Brown Todd, LLC
2700 Lexington Financial Center
250 West Main Street
Lexington, Kentucky 40507

8. Director Liability. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.

9. Indemnification. Each person who is or becomes an executive officer or director of the Corporation shall be indemnified and advanced expenses by the Corporation with respect to all threatened, pending or completed actions, suits or proceedings in which that person was, is or is threatened to be made a named defendant or respondent because his is or was a director of executive officer of the Corporation. This Articles obligates the Corporation to indemnify and

advance expenses to its executive officers or directors only in connection with proceedings arising from that person's conduct in his official capacity with the Corporation to the extent permitted by the General Corporation Law of the State of Delaware, as amended from time to time. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which directors and executive officers may be entitled under any agreement, vote of shareholders or disinterested directors, or otherwise.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 22nd day of December, 2006.

/s/ Jeffrey L. Hallos

Jeffrey L. Hallos, Sole Incorporator

STATE OF DELAWARE

WAIVER OF REQUIREMENT
FOR AFFIDAVIT OF EXTRAORDINARY CONDITION

It appears to the Secretary of State that an earlier effort to deliver this instrument and tender such taxes and fees was made in good faith on the file date stamped hereto. The Secretary of State has determined that an extraordinary condition (as reflected in the records of the Secretary of State) existed at such date and time and that such earlier effort was unsuccessful as a result of the existence of such extraordinary condition, and that such actual delivery and tender were made within a reasonable period (not to exceed two business days) after the cessation of such extraordinary condition. The Secretary of State hereby waives the requirement for an affidavit of extraordinary condition and establishes such date and time as the filing date of such instrument.

/s/ Harriet Smith Windsor
Harriet Smith Windsor
Secretary of State

STATE OF DELAWARE
CERTIFICATE OF CHANGE
OF REGISTERED AGENT AND/OR
REGISTERED OFFICE

The Board of Directors of TEMPUR-PEDIC TECHNOLOGIES, INC. a Delaware Corporation, on this 21st day of November, A.D. 2011, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is 615 South DuPont Highway Street, in the City of Dover County of Kent Zip Code 19901.

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is National Corporate Research, Ltd.

The Corporation does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 21st day of November, A.D., 2011.

By: /s/ William H. Poche
Authorized Officer

Name: William H. Poche
Print or Type

Title: Treasurer and Secretary

EXHIBIT 3.13

BYLAWS

OF

TEMPUR-PEDIC TECHNOLOGIES, INC.

1. Meetings of Stockholders

1.1 Except as the Board of Directors may otherwise designate, the annual meeting of the stockholders of the Corporation shall be held at a time and date as set by the Board of Directors.

1.2 The annual meeting of the stockholders shall be held at a place designated by the Board of Directors or, if the Board of Directors does not designate a place, then at a place designated by the Secretary or, if the Secretary does not designate a place, at the Corporation's principal office.

1.3 Special meetings of the stockholders shall be held at a place designated by the Board of Directors if the special meeting is called by the Board of Directors. If the special meeting is not called by the Board of Directors, the meeting shall be held at the Corporation's principal office.

2. Board of Directors

2.1 The exact number of directors may be fixed, increased or decreased from time to time by a resolution adopted by the vote of the stockholders who (a) are present in person or by proxy at a meeting held to elect directors, and (b) have a majority of the voting power of the shares represented at such meeting and entitled to vote in the election.

2.2 Meetings of the Board of Directors may be called by the President or by any director.

2.3 Unless waived as permitted by the Delaware General Corporation Law, notice of the time and place of each meeting of the directors shall be either (a) telephoned or personally delivered to each director at least forty-eight hours before the time of the meeting, or (b) mailed to each director at his last known address at least ninety-six hours before the time of the meeting.

3. Officers

3.1 The Corporation shall have such officers and assistant officers as the Board of Directors may deem necessary, all of whom shall be appointed by the Board of Directors or appointed by an officer or officers authorized by it. All officers of the Corporation shall have such authority and perform such duties in the management of the Corporation as the Board of Directors Initials may assign to them.

4. Certificates and Transfer

4.1 Shares of the Corporation shall be represented by certificates in such form as shall from time to time be prescribed by the Board of Directors.

4.2 Certificates representing shares of the Corporation shall be signed (either manually or in facsimile) by any officer of the Corporation.

4.3 Transfer of shares shall be made only on the stock transfer books of the Corporation.

5. Amendments

5.1 These bylaws may be altered, amended, repealed or restated by a majority of the directors of the Corporation.

6. Action with Respect to Securities of Other Corporation

6.1 Unless otherwise directed by the Board of Directors, either the President, the Chief Financial Officer or the Secretary shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of or with respect to any action of security holders of any entity in which the Corporation may hold securities and otherwise to exercise any and all rights and powers which the Corporation may possess by reason of its ownership of securities in such other entity.

Prepared by
FROST BROWN TODD LLC
250 West Main Street, Suite 2700
Lexington, Kentucky 40507

EXHIBIT 3.14

CERTIFICATE OF INCORPORATION

OF

DAWN SLEEP TECHNOLOGIES, INC.

ARTICLE I

The name of the corporation is Dawn Sleep Technologies, Inc.

ARTICLE II

The address of the registered office of the corporation in the State of Delaware is located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of the registered agent of the corporation at such address is Corporation Service Company.

ARTICLE III

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE IV

The aggregate number of shares which the corporation shall have the authority to issue is 3,000 shares of common stock, having a par value of $0.01 per share.

ARTICLE V

The name and mailing address of the incorporator are Peter L. Coffey, Esq., 100 East Wisconsin Avenue, Suite 3300, Milwaukee, Wisconsin 53202-4108.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 18th day of August, 2003.

/s/ Peter L. Coffey
Peter L. Coffey, Incorporator

STATE OF DELAWARE
CERTIFICATE OF CHANGE
OF REGISTERED AGENT AND/OR
REGISTERED OFFICE

The Board of Directors of Dawn Sleep Technologies, Inc., a Corporation of Delaware, on this twenty-ninth day of January, A.D. 2004, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is Corporation Trust Center 1209 Orange Street, in the City of Wilmington, County of New Castle Zip Code 19801.

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is The Corporation Trust Company. Dawn Sleep Technologies, Inc., a Corporation of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 29th day of January, A.D., 2004.

By: /s/ Dale Williams
Authorized Officer

Name: Dale Williams
Print or Type

Title: SVP and CFO

STATE OF DELAWARE
CERTIFICATE OF CHANGE
OF REGISTERED AGENT AND/OR
REGISTERED OFFICE

The Board of Directors of Dawn Sleep Technologies, Inc., a Delaware Corporation, on this 21st day of November, A.D. 2011, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is 615 South DuPont Highway Street, in the city of Dover, County of Kent Zip Code 19901.

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is National Corporate Research, Ltd.

The Corporation does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 21st day of November, AD., 2011.

By: /s/ William H. Poche
Authorized Officer

Name: William H. Poche
Print or Type

Title: Treasurer and Secretary

Exhibit 3.15

BYLAWS

OF

DAWN SLEEP TECHNOLOGIES, INC.

(hereinafter called the "Corporation")

ARTICLE I

OFFICES

Section 1.1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 2.1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.2. Annual Meetings. The Annual Meetings of stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 2.3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, Special Meetings of stockholders, for any purpose or purposes, may be called by either (i) the Chairman, if there be one or (ii) the President, (iii) any Vice President, if there be one, (iv) the Secretary, if there be one, or (v) any Assistant Secretary, if there be one, and shall be called by any such officer at the request in writing of a majority of the Board of Directors or at the request in writing of stockholders owning at least a majority of the capital stock of the Corporation issued and outstanding and entitled to vote.

Section 2.4. Waiver of Notice. Notice of the time, place and purpose or purposes of any meeting of stockholders may be waived by a written waiver thereof, signed by the person entitled to notice. Such waiver, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.5. Record Date. In order that the Corporation may determine the stockholders entitled to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted, and which shall be not more than 60 nor less than 10 days before the date of a meeting. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for any adjourned meeting.

Section 2.6. List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present.

Section 2.7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 2.6 of this Article II or the books of the Corporation, or to vote in person or by proxy at a meeting of stockholders.

Section 2.8. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote there at, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 2.9. Voting. When a quorum is present at any meeting, the affirmative vote of the holders of a majority of the stock represented and entitled to vote thereat shall decide any question brought before such meeting, unless the question is one upon which by express provision of applicable law, the Certificate of Incorporation or these Bylaws, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 2.10. Proxy. Unless otherwise provided in the Certificate of Incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period. At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used; provided that, such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission. All voting, excepting where otherwise required by law, the Certificate of Incorporation or the Board of Directors, may be by a voice vote.

Section 2.11. Chairman of Meeting. The Chairman of the Board of Directors shall preside at all meetings of the stockholders. In the absence or inability to act of the Chairman, the Chief Executive Officer, the President or a Vice President (in that order) shall preside, and in their absence or inability to act another person designated by one of them shall preside. The Secretary of the Corporation, if there be one, shall act as secretary of each meeting of the stockholders. In the event of his or her absence or inability to act, or should there be no Secretary elected, the presiding officer of the meeting shall appoint a person who need not be a stockholder to act as secretary of the meeting.

Section 2.12. Conduct of Meetings. Meetings of the stockholders shall be conducted in a fair manner but need not be governed by any prescribed rules of order. The presiding officer's rulings on procedural matters shall be final. The presiding officer is authorized to impose reasonable time limits on the remarks of individual stockholders and may take such steps as such officer may deem necessary or appropriate to assure that the business of the meeting is conducted in a fair and orderly manner.

Section 2.13. Action Without a Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

Section 3.1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law, by the Certificate of Incorporation, any Certificate of Designation or by these Bylaws required to be exercised or done by the stockholders.

Section 3.2. Number, Tenure and Qualifications. The Board of Directors of the corporation shall consist of such number of directors, not less than one (1) nor more than two (2), as shall from time to time be fixed exclusively by resolution adopted by a majority of the Board of Directors. The exact number shall be determined from time to time by the stockholders, or, in the absence of such determination by the stockholders, as shall be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors in office at the time of adoption of such resolution.

Section 3.3. Resignation, Removal and Vacancies. Each director shall hold office until his or her successor is elected and qualified, subject, however, to his or her prior death, resignation, retirement or removal from office. Any director may resign at any time upon written notice to the Corporation directed to the Board of Directors or the President of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. Any director or the entire Board of Directors may be removed, at any time, for cause, by the vote of the holders of at least a majority of shares of capital stock then entitled to vote at an election of directors. Unless otherwise provided by the Certificate of Incorporation, vacancies resulting from death, resignation, retirement, disqualification, removal from office or other cause, and newly created directorships resulting from any increase in the authorized number of directors, may be filled only by the affirmative vote of a majority of the remaining directors or the sole remaining director, though less than a quorum of the Board of Directors, and directors so chosen shall hold office for a term expiring at the annual meeting of the stockholders at which the term of office of the class to which they have been elected expires and until such director’s successor shall have been duly elected and qualified. No decrease in the number of authorized directors constituting the whole Board shall shorten the term of any incumbent director.

Section 3.4. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this

reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

MEETINGS OF THE BOARD OF DIRECTORS

Section 3.5. General. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware. Members of the Board of Directors may participate in any such meeting by means of conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

Section 3.6. Special Meetings. Special Meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President either personally, or by courier, telephone, telefax, electronic mail or telegram. Special Meetings shall be called by the Chairman or President in like manner and on like notice at the written request of a majority of the directors comprising the Board of Directors stating the purpose or purposes for which such meeting is requested.

Section 3.7. Notice. Written notice of each meeting of the Board of Directors shall be given which shall state the date, time and place of the meeting. The written notice of any meeting shall be given at least 24 hours in advance of the meeting to each director. Notice may be given by letter, telegram, electronic mail, telex or facsimile and shall be deemed to have been given when deposited in the United States mail, delivered to the telegraph company or transmitted by telex, computer or facsimile, as the case may be. Notice of any meeting of the Board of Directors for which a notice is required may be waived in writing signed by the person or persons entitled to such notice, whether before or after the time of such meeting, and such waiver shall be equivalent to the giving of such notice. Attendance of a director at any such meeting shall constitute a waiver of notice thereof, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because such meeting is not lawfully convened. Neither the business to be transacted at nor the purpose of any meeting of the Board of Directors for which a notice is required need be specified in the notice, or waiver of notice, of such meeting.

Section 3.8. Quorum. At all meetings of the Board of Directors a majority of the then duly elected directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.9. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or any committee designated by the Board of Directors may be taken without a meeting if all members of the Board of Directors or of such committee consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

Section 3.10. Chairman of the Meeting. Meetings of the Board of Directors shall be presided over by the Chairman, if any, or in his or her absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary, if there be one, shall act as secretary of the meeting, but in his or her absence or in the event one has not been elected, the chairman of the meeting may appoint any person to act as secretary of the meeting.

COMMITTEES OF DIRECTORS

Section 3.11. General. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent allowed by law and provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation.

Section 3. 12. Meeting. Each committee shall keep regular minutes of its meetings and shall file such minutes and all written consents executed by its members with the Secretary of the Corporation; and in the event that no Secretary has been elected, then with the President. Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; a majority of the members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the

members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committee. Members of any committee of the Board of Directors may participate in any meeting of such committee by means of conference telephone or similar communications equipment by means of which all persons participating may hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

COMPENSATION OF DIRECTORS

Section 3.13. General. In the discretion of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors. In addition, in the discretion of the Board of Directors, the directors may receive a stated salary for serving as directors or any other form of compensation deemed appropriate. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for serving on or attending committee meetings.

ARTICLE IV

OFFICERS

Section 4.1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall include a President. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Chief Executive Officer, a Secretary, a Treasurer, and one or more Senior Vice Presidents, Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 4.2. Election. The Board of Directors shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation, death or removal. Any officer may resign at any time upon written notice to the Corporation directed to the Board of Directors or the President. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board of Directors may remove any officer or agent with or without cause at any time by the affirmative vote of a majority of the Board of Directors. Any such removal shall be without prejudice to the contractual rights of such officer or agent, if any, with the Corporation, but the election of an officer or agent shall not of itself create any contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board of Directors. The salaries of all officers of the Corporation shall be determined by the Board of Directors.

Section 4.3. Voting Securities Owned by the Corporation. Notwithstanding anything to the contrary contained herein, powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4.4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there be one, shall preside at all meetings of the stockholders and of the Board of Directors. In the absence or disability of the Chief Executive Officer, the Chairman of the Board of Directors shall be the Chief Executive Officer of the Corporation, if there be one, or the President, and except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of the President, the Chairman of the Board of Directors shall exercise all the powers and discharge all the duties of the President. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these Bylaws or by the Board of Directors.

Section 4.5. Chief Executive Officer. The Chief Executive Officer, if there be one, shall be the principal executive officer of the Corporation. The Chief Executive Officer, except where by law the signature of the President is required, shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of the President, the Chairman of the Board of Directors, the Chief Executive Officer shall exercise all the powers and discharge all the duties of the President. The Chief Executive Officer shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these Bylaws or by the Board of Directors.

Section 4.6. President. The President shall, subject to the control of the Board of Directors, the Chairman of the Board of Directors, if there be one and the Chief Executive Officer, if there be one, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors or the President. In the absence or disability of the Chairman of the Board of Directors, if there be one and the Chief Executive Officer, if there be one, the President shall preside at all meetings of the stockholders and the Board of Directors. If there be no Chairman of the Board of Directors or Chief Executive Officer, the President shall be the Chief Executive Officer of the Corporation. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these Bylaws or by the Board of Directors.

Section 4.7. Senior Vice Presidents and Vice Presidents. At the request of the President or in his or her absence or in the event of his or her inability or refusal to act (and if there be no Chairman of the Board of Directors or Chief Executive Officer), the Senior Vice President and Vice President or the Senior Vice Presidents and Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Senior Vice President and Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chairman of the Board of Directors, no Chief Executive Officer, no Senior Vice President and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 4.8. Secretary. The Secretary, if there be one, shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing and special committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and Special Meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or Chief Executive Officer, under whose supervision he or she shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and Special Meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the Chief Executive Officer may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 4.9. Treasurer. The Treasurer, if there be one, shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as Treasurer and of the

financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

Section 4.10. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, if there be one, the President, any Senior Vice President or Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of his or her disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 4.11. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, if there be one, the President, any Senior Vice President or Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of his or her disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

Section 4.12. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 5.1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the Chairman of the Board of Directors, the Chief Executive Officer, the President, a Senior Vice President or a Vice President and (ii) by any other officer of the Corporation, certifying the number of shares owned by such person in the Corporation.

Section 5.2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.3. Lost Certificates. The Board of Directors or any officer may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, or any such officer, may, in its, his or her discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it, he or she may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5.4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his or her attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person or persons entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5.5. Restrictions on Transfers. If this Corporation should elect to be treated as a small business corporation under section 1362 of the Internal Revenue Code of 1986, as amended, then any transfer of stock, the effect of which would cause such election to be terminated, is prohibited and any such purported transfer is null and void. This Section may only be altered, repealed, or revoked by a majority vote of the stockholders.

ARTICLE VI

NOTICES

Section 6.1. Notices. Whenever written notice is required by law to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by telegram, telex, telecopy, facsimile or cable.

Section 6.2. Waivers of Notice. Whenever any notice is required by law to be given to any director, member of a committee or stockholder, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or Special Meeting, and may be paid in cash, in property, or in shares of the capital stock or rights to acquire the same. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 7.2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 7.4. Corporate Seal. The Corporation may have a corporate seal which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

INDEMNIFICATION

Section 8.1. Power to Indemnify in Actions, Suits or Proceedings Other Than Those by or in the Right of the Corporation. Subject to Section 8.3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in

settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceedings, had reasonable cause to believe that his or her conduct was unlawful.

Section 8.2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 8.3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 8.3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith, without the necessity of authorization in the specific case.

Section 8.4. Good Faith Defined. For purposes of any determination under this Article VIII, a person shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his or her conduct was unlawful, if his or her action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him or her by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 8.4 shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 8.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Sections 8.1 or 8.2 of this Article VIII, as the case may be.

Section 8.5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 8.3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director, officer, employee or agent may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 8.1 and 8.2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standards of conduct set forth in Section 8.1 or 8.2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 8.3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director, officer, employee or agent seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 8.5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director, officer, employee or agent seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 8.6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director, officer, employee or agent to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 8.7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 8.1 and 8.2 of this Article VIII shall be made to

the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Sections 8.1 or 8.2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8.8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director, officer, employee or agent of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power or the obligation to indemnify him or her against such liability under the provisions of this Article VIII.

Section 8.9. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director or officer of such constituent corporation, or is or was a director, officer, employee or agent of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

Section 8.10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.11. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 8.5 hereof), the Corporation shall not be obligated to indemnify any director, officer, employee or agent in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 8.12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

Section 8.13. No Prejudice. No amendment to or repeal of this Article VIII shall apply to or have any effect on the rights of any person for or with respect to acts or omissions of such person occurring prior to such amendment or repeal.

ARTICLE IX

AMENDMENTS

These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws shall be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. All such amendments must be approved by either the affirmative vote of the majority of shares present in person or represented by proxy and entitled to vote on the subject matter at a meeting of shareholders at which a quorum is present or the affirmative vote of a majority of the directors present at a meeting at which a quorum is present.

EXHIBIT 3.16

CERTIFICATE OF INCORPORATION

OF

Tempur-Pedic Manufacturing, Inc.

* * * * *

1. The name of the corporation is: Tempur-Pedic Manufacturing, Inc.

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street. Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is: The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One thousand (1,000) and the par value of each of such shares is: One cent ($0.01) amounting in the aggregate to Ten Dollars ($ 10).

5. The name and mailing address of each incorporator is as follow:

NAME	MAILING ADDRESS
Kyle E. Turner	1713 Jaggie Fox Way Lexington, KY 40511

The name and mailing address of each person who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

NAME MAILING ADDRESS

NAME	MAILING ADDRESS
H. Thomas Bryant	1713 Jaggie Fox Way Lexington, KY 40511
Dale E. Williams	1713 Jaggie Fox Way Lexington, KY 40511
Matthew Clift	1713 Jaggie Fox Way Lexington, KY 40511

6. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the by-laws of the corporation.

7. Elections of directors need not be by written ballot unless the by-laws of the corporation shall provide.

8. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and ail rights conferred upon stockholders herein are granted subject to this reservation.

10. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director derived any improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

11. The effective date of this CERTIFICATE OF INCORPORATION is July 1, 2008.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hands this 24th day of June, 2008.

/s/ Kyle E. Turner

Kyle E. Turner

STATE OF DELAWARE
CERTIFICATE OF CHANGE
OF REGISTERED AGENT AND/OR
REGISTERED OFFICE

The Board of Directors of TEMPUR-PEDIC MANUFACTURING, INC., a Delaware Corporation, on this 21st day of November, A.D. 2011, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is 615 South DuPont Highway Street, in the City of Dover County of Kent Zip Code 19901.

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is National Corporate Research, Ltd.

The Corporation does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this, certificate to be signed by an authorized officer, the 21st day of November, A.D., 2011.

By: /s/ William H. Poche
Authorized Officer

Name: William H. Poche
Print or Type

Title: Treasurer and Secretary

EXHIBIT 3.17

BYLAWS

OF

TEMPUR-PEDIC MANUFACTURING, INC.

I certify that the following Bylaws, consisting of two pages, each of which I have initialed for identification, are the Bylaws adopted by the Board of Directors of Tempur-Pedic Manufacturing, Inc. (the "Corporation"), by a Written Action by Directors in Lieu of Organizational Meeting dated July 1, 2008.

/s/ William H. Poche

William H. Poche, Secretary

BYLAWS

OF

TEMPUR-PEDIC MANUFACTURING, INC.

1. Meetings of Stockholders

1.1 Except as the Board of Directors may otherwise designate, the annual meeting of the stockholders of the Corporation shall be held at a time and date as set by the Board of Directors.

1.2 The annual meeting of the stockholders shall be held at a place designated by the Board of Directors or, if the Board of Directors does not designate api ace, then at a place designated by the Secretary or, if the Secretary does not designate a place, at the Corporation's principal office.

1.3 Special meetings of the stockholders shall be held at a place designated by the Board of Directors if the special meeting is called by the Board of Directors. If the special meeting is not called by the Board of Directors, the meeting shall be held at the Corporation's principal office.

2. Board of Directors

2.1 The exact number of directors may be fixed, increased or decreased from time to time by a resolution adopted by the vote of the stockholders who (a) are present in person or by proxy at a meeting held to elect directors, and (b) have a majority of the voting power of the shares represented at such meeting and entitled to vote in the election.

2.2 Meetings of the Board of Directors may be called by the President or by any director.

2.3 Unless waived as permitted by the Delaware General Corporation Law, notice of the time and place of each meeting of the directors shall be either (a) telephoned or personally delivered to each director at least forty-eight hours before the time of the meeting, or (b) mailed to each director at his last known address at least ninety-six hours before the time of the meeting.

2.4 The board of directors may authorize any officer or agent to enter into any contract or agreement or execute and deliver any instruments in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

3. Officers

3.1 The Corporation shall have such officers and assistant officers as the Board of Initials Directors may deem necessary, all of whom shall be appointed by the Board of Directors or appointed by an officer or officers authorized by it. All officers of the Corporation shall have such authority and perform such duties in the management of the Corporation as the Board of Directors may assign to them.

4. Certificates and Transfer

4.1 Shares of the Corporation shall be represented by certificates in such form as shall from time to time be prescribed by the Board of Directors.

4.2 Certificates representing shares of the Corporation shall be signed (either manually or in facsimile) by any officer of the Corporation.

4.3 Transfer of shares shall be made only on the stock transfer books of the Corporation.

5. Amendments

5.1 These bylaws maybe altered, amended, repealed or restated by a majority of the directors of the Corporation.

6. Action with Respect to Securities of Other Corporation

6.1 Unless otherwise directed by the Board of Directors, either the President, the Chief Financial Officer or the Secretary shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of or with respect to any action of security holders of any entity in which the Corporation may hold securities and otherwise to exercise any and all rights and powers which the Corporation may possess by reason of its ownership of securities in such other entity.

EXHIBIT 3.18

CERTIFICATE OF INCORPORATION

OF

Tempur-Pedic Sales, Inc.

* * * * *

1. The name of the corporation is: Tempur-Pedic Sales, Inc.

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is: The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One thousand (1,000) and the par value of each of such shares is: One cent ($0.01) amounting in the aggregate to Ten Dollars ($ 10).

5. The name and mailing address of each incorporator is as follow:

NAME	MAILING ADDRESS
Kyle E. Turner	1713 Jaggie Fox Way Lexington, KY 40511

The name and mailing address of each person who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

NAME	MAILING ADDRESS
Richard Anderson	1713 Jaggie Fox Way Lexington, KY 40511
Richard Anderson	1713 Jaggie Fox Way Lexington, KY 40511
James D. Miranda	1713 Jaggie Fox Way Lexington, KY 40511

6. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the by-laws of the corporation.

7. Elections of directors need not be by written ballot unless the by-laws of the corporation shall provide.

8. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

10. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director derived any improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

11. The effective date of this CERTIFICATE OF INCORPORATION is July 1, 2008.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hands this 24 day of June, 2008.

/s/ Kyle E. Turner

Kyle E. Turner

STATE OF DELAWARE
CERTIFICATE OF CHANGE
OF REGISTERED AGENT AND/OR
REGISTERED OFFICE

The Board of Directors of TEMPUR-PEDIC SALES, INC., a Delaware Corporation, on this 21st day of November, A.D. 2011, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is 615 South DuPont Highway Street, in the City of Dover County of Kent Zip Code 19901.

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is National Corporate Research, Ltd.

The Corporation does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 21st day of November, A.D., 2011.

By: /s/ William H. Poche
Authorized Officer

Name: William H. Poche
Print or Type

Title: Treasurer and Secretary

EXHIBIT 3.19

BYLAWS

OF

TEMPUR-PEDIC SALES, INC.

I certify that the following Bylaws, consisting of two pages, each of which I have initialed for identification, are the Bylaws adopted by the Board of Directors of Tempur-Pedic Sales, Inc. (the "Corporation"), by a Written Action by Directors in Lieu of Organizational Meeting dated July 1, 2008.

/s/ William H. Poche

William H. Poche, Secretary

BYLAWS

OF

TEMPUR-PEDIC SALES, INC.

1. Meetings of Stockholders

1.1 Except as the Board of Directors may otherwise designate, the annual meeting of the stockholders of the Corporation shall be held at a time and date as set by the Board of Directors.

1.2 The annual meeting of the stockholders shall be held at a place designated by the Board of Directors or, if the Board of Directors does not designate a place, then at a place designated by the Secretary or, if the Secretary does not designate a place, at the Corporation's principal office.

1.3 Special meetings of the stockholders shall be held at a place designated by the Board of Directors if the special meeting is called by the Board of Directors. If the special meeting is not called by the Board of Directors, the meeting shall be held at the Corporation's principal office.

2. Board of Directors

2.1 The exact number of directors may be fixed, increased or decreased from time to time by a resolution adopted by the vote of the stockholders who (a) are present in person or by proxy at a meeting held to elect directors, and (b) have a majority of the voting power of the shares represented at such meeting and entitled to vote in the election.

2.2 Meetings of the Board of Directors may be called by the President or by any director.

2.3 Unless waived as permitted by the Delaware General Corporation Law, notice of the time and place of each meeting of the directors shall be either (a) telephoned or personally delivered to each director at least forty-eight hours before the time of the meeting, or (b) mailed to each director at his last known address at least ninety-six hours before the time of the meeting.

2.4 The board of directors may authorize any officer or agent to enter into any contract or agreement or execute and deliver any instruments in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

3. Officers

Directors may deem necessary, all of whom shall be appointed by the Board of Directors or appointed by an officer or officers authorized by it. All officers of the Corporation shall have such authority and perform such duties in the management of the Corporation as the Board of Directors may assign to them.

4. Certificates and Transfer

4.1 Shares of the Corporation shall be represented by certificates in such form as shall from time to time be prescribed by the Board of Directors.

4.2 Certificates representing shares of the Corporation shall be signed (either manually or in facsimile) by any officer of the Corporation.

4.3 Transfer of shares shall be made only on the stock transfer books of the Corporation.

5. Amendments

5.1 These bylaws may be altered, amended, repealed or restated by a majority of the directors of the Corporation.

6. Action with Respect to Securities of Other Corporation

6.1 Unless otherwise directed by the Board of Directors, either the President, the Chief Financial Officer or the Secretary shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of or with respect to any action of security holders of any entity in which the Corporation may hold securities and otherwise to exercise any and all rights and powers which the Corporation may possess by reason of its ownership of securities in such other entity.

EXHIBIT 3.20

CERTIFICATE OF FORMATION

OF

TEMPUR-PEDIC AMERICA, LLC

This Certificate of Formation of Tempur-Pedic America, LLC (the "LLC"), dated as of November 7, 2011, has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.).

FIRST, The name of the limited liability company formed hereby is Tempur-Pedic America, LLC.

SECOND, The address of the registered office of the LLC in the State of Delaware is c/o National Corporate Research, Ltd., 615 South DuPont Highway, Dover, DE 19901.

THIRD, The name and address of the registered agent for service of process on the LLC in the State of Delaware are National Corporate Research, Ltd., 615 South DuPont Highway, Dover, DE 19901.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Dale E. Williams
Name: Dale E. Williams
Authorized Person

EXHIBIT 3.21

LIMITED LIABILITY COMPANY AGREEMENT

OF

TEMPUR-PEDIC AMERICA, LLC

This Limited Liability Company Agreement of Tempur-Pedic America, LLC, dated and effective as of November 7, 2011 (this "Agreement"), is entered into by Tempur-Medic Management, Inc., as the sole member (the "Member").

The Member, by execution of this Agreement, hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. § 18-101. et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. **Name**. The name of the limited liability company formed hereby is Tempur-Pedic America, LLC (the "Company")

2. **Certificates**. Dale E. Williams is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware (such filing being hereby approved and ratified in all respects), Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Manager (as defined herein) thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Manager, as an authorized person, within the meaning, of the Act, shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates and any amendments and/or restatements thereof) required or permitted by the Act to be filed in with the Secretary of State of the State of Delaware. The Manager shall execute, deliver and file, or cause the execution, delivery and filing of any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business.

3. **Purposes**. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

4. **Principal Business Office**. The principal business office of the Company shall be located at 1713 Jaggie Fox Way, Lexington, KY 40511, or such other location as may hereafter be determined by the Manager.

5. **Registered Office**. The address of the registered office of the Company in the State of Delaware is c/o National Corporate Research, Ltd., 615 South DuPont Highway, Dover. DE 19901.

6. **Registered Agent**. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are National Corporate Research, Ltd., 615 South DuPont Highway, Dover, DE 19901.

7. **Limited Liability**. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

8. **Capital Contributions**. The Member is hereby admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member has contributed $100 to the capital of the Company.

9. **Additional Contributions**. The Member is not required to make any additional contribution to the capital of the Company. However, the Member may, at any time and in its sole discretion, make additional contributions to the capital of the Company. The Manager shall have no authority to request or otherwise cause the Member to make additional contributions to the capital of the Company.

10. **Allocation of Profits and Losses**. The Company's profits and losses shall be allocated solely to the Member.

11. **Distributions**. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

12. **Management**.

(a) The management of the Company's business shall be vested in the person or entity designated by the Member as the manager of the Company within the meaning of the Act (the "Manager"). The Manager, on behalf of the Company, shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes as set forth in Section 3 hereof. The Manager is an agent of the Company for the purpose of the Company's business, and the actions of the Manager taken in accordance with such powers shall bind the Company. The Manager may be but need not be a member of the Company. Notwithstanding any other provisions of this Agreement, the Manager is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person or entity, including any member of the Company.

(b) The Member hereby designates Dale E. Williams as the initial Manager, and Dale E. Williams hereby accepts such designation and agrees to be bound by the terms and conditions of this Agreement. Any successor Manager appointed by the Member shall execute an instrument reasonably satisfactory to the Member accepting its designation as manager of the Company and agreeing to the terms and conditions of this Agreement.

(c) The Company shall not compensate the Manager for its services in the management of the Company. The Company shall reimburse the Manager for all ordinary and necessary out-of-pocket expenses incurred by the Manager on behalf of the Company.

(d) A Manager may be removed with or without cause at any time by the Member. Any removal of a Manager shall become effective on such date as may be specified by the Member. A Manager may resign from its position as manager of the Company at any time upon not less than 10 days' prior written notice to the Member.

13. **Officers**. The Manager may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the General Corporation Law of the State of Delaware, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. The Manager may delegate to any Officer any of the Manager's powers under this Agreement, including, without limitation, the power to bind the Company. Any delegation pursuant to this Section 13 may be revoked at any time by the Manager. An Officer may be removed with or without cause by the Manager. The Manager hereby designates the following individuals as the initial Officers of the Company: Dale E. Williams as President; Barry Hytinen as Vice President; William H. Poche as Treasurer; and Lou H. Jones as Secretary.

14. **Other Business**. Any Member or Manager and any Affiliate of any Member or Manager may engage in or possess an interest in other profit-seeking or business ventures of any kind, nature or description, independently or with others, whether or not such ventures are competitive with the Company and the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Member or Manager. No Member or Manager who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company shall have any duty to communicate or offer such opportunity to the Company, and such Member or Manager shall not be liable to the Company or to the Members for breach of any fiduciary or other duty by reason of the fact that such Member or Manager pursues or acquires for, or directs such opportunity to another Person or does not communicate such opportunity or information to the Company. Neither the Company nor any Member shall have any rights or obligations by virtue of this Agreement or the relationship created hereby in or to such independent ventures or the income or profits or losses derived therefrom, and the pursuit of such ventures, even if competitive with the activities of the Company, shall not be deemed wrongful or improper.

15. **Exculpation and Indemnification**. Neither the Member nor the Manager nor any Officer shall be liable to the Company or any other person or entity who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member, Manager or Officer in good faith on behalf of the Company and in a

manner reasonably believed to be within the scope of the authority conferred on such Member, Manager or Officer by this Agreement, except that the Member, Manager or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's, Manager's or Officer's gross negligence or willful misconduct. To the full extent permitted by applicable law, the Member, the Manager and the Officers shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member, Manager or Officers by reason of any act or omission performed or omitted by such Member, Manager or Officers in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member, Manager or Officers by this Agreement, except that the Member, the Manager or any Officer shall not be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member, Manager or Officer by reason of its gross negligence or willful misconduct with respect to such acts or omissions. Such indemnification shall survive the resignation, removal, or termination of any such Person as a Member, Manager or Officer of the Company or as such an affiliate regardless of any reason or basis therefor. As part of the right of indemnification under this Section 15, any expenses incurred in the defense, settlement, or disposition of any action, suit or other proceeding and any appeal therefrom shall be paid from time to time by the Company in advance of the final disposition thereof upon receipt of an undertaking by the indemnified Person to repay to the Company the amounts so paid if it is ultimately determined that the Company is not required to provide such an indemnity under this Section 15 or otherwise. Such advancement of expenses shall be made by the Company promptly following its receipt of a request therefor by the indemnified Person and of the foregoing undertaking. Any indemnity or advancement under this Section 15 shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

16. **Assignments**. The Member may at any time assign in whole or in part its limited liability company interest in the Company. The transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its interest in the Company pursuant to this Section 16, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

17. **Resignation**. The Member may at any time resign from the Company.

18. **Admission of Additional Members**. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

19. **Dissolution**.

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no members of the Company unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) The bankruptcy (within the meaning of the Act) of the Member shall not cause the Member to cease to be a member of the Company and, upon the occurrence of such an event, the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

20. **Separability of Provisions**. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

21. **Entire Agreement**. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

22. **Governing Law**. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

23. **Amendments**. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

24. **Sole Benefit of Member**. Except as expressly provided in Section 15 hereof, the provisions of this Agreement (including Section 9) are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Member or of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall not have any duty or obligation to any creditor of the Company or of the Member to make any contributions or payments to the Company.

25. **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

TEMPUR-PEDIC MANAGEMENT, INC.,
as sole member

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: Executive Vice President and Chief Financial Officer

Agreed and Accepted

/s/ Dale E. Williams
Dale E. Williams

EXHIBIT 3.22

ARTICLES OF INCORPORATION

OF

JACK WARD MATTRESS, INC.

ONE: The name of this Corporation is JACK WARD MATTRESS, INC.

TWO: The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name and address in this State of the Corporation's initial agent for service of process is Jack Ward, 1138 Virginia Way, La Jolla, California 92037.

FOUR: The total number of shares which the Corporation is authorized to issue is one thousand (1,000).

Dated: June 19, 1979

/s/ Robert J. Berton

Robert J. Berton, Incorporator

I declare that I am the person who executed the above Articles of Incorporation, and such instrument is my act and deed.

/s/ Robert J. Berton

Robert J. Berton

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OF

JACK WARD MATTRESS, INC.

We, Thomas L. Smudz, the Vice President Finance, and John D. Moran, the Assistant Secretary of Jack Ward Mattress, Inc. a corporation duly oroganized and existing under the laws of the State of California, do hereby certify:

1. That we are the Vice President Finance and the Assistant Secretary, respectively, of Jack Ward Mattress, Inc. a California corporation.
2. That an amendment to the articles of incorporation of this corporation has been approved by the board of directors.
3. The amendment so approved by the board of directors is as follows:

   Article One of the Articles of Incorporation of this corporation is amended to read as follows:

   ONE: The name of this corporation is Sealy Mattress Company of San Diego.
4. That the shareholders have adopted said amendment by written consent. That the wording of said amendment as approved by the written consent of the shareholders is the same as that set forth in Article 3 above. That said written consent was signed by the holders of outstanding shares having not less the minimum number of required votes of shareholders necessary to approve said amendment in accordance with Section 902 of the California Corporations Code.
5. The designation and total number of outstanding shares entitled to vote on or give written consent to said amendment and the minimum percentage vote required of each class or series entitled to vote on or to give written consent to said amendment for approval thereof are as follows:

Designation	Number of Shares outstanding entitled to vote or give written consent	Minimum percentage vote required to approve
Common Stock	1,000	More than 50%

6. That the number of shares listed above is owned by one stockholder which gave written consent in favor of said amendment. Such consent exceeded the minimum percentage vote required of each class entitled to vote. Said minimum percentage vote is set forth in article 5 of this certificate.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed at Cleveland, Ohio on August 31, 1988.

/s/ Thomas L. Smudz

Thomas L. Smudz
Vice President Finance

/s/ John D. Moran

John D. Moran
Assistant Secretary

CERTIFICATE OF AMENDMENT
of
ARTICLES OF INCORPORATION
of
SEALY MATTRESS COMPANY OF SAN DIEGO

We, Mark E. Wozniak, the President, and Kenneth L. Walker, the Vice President and Secretary of Sealy Mattress Company of San Diego, a corporation duly organized and existing under the laws of the State of California, do hereby certify:

1. That they are the President and Vice President and Secretary, respectively, of Sealy Mattress Company of San Diego, a California corporation.

2. That an amendment to the Articles of Incorporation of this Corporation has been approved by the Board of Directors.

3. The amendment, so approved by the Board of Directors, is as follows:

   Article One of the Articles of Incorporation of this Corporation is amended to read as follows:

   The name of this Corporation is Western Mattress Company.

4. That the shareholders have adopted said amendment by written consent. That the wording of said amendment as approved by written consent of the shareholders is the same as that set forth above. That said written consent was signed by the holders of outstanding shares having not less than the minimum number of required votes of shareholders necessary to approve said amendment in accordance with Section 902* of the California Corporation Code.

5. That the designation and total number of outstanding shares entitled to vote on or give written consent to said amendment and the minimum percentage vote required of each class or series entitled to vote on or give written consent to said amendment for approval thereof are as follows:

Designation	Number of Shares Outstanding Entitled to Vote or Give Written Consent	Minimum% Vote Required to Approve
Common Stock	1,000	More than 50%

6. That the number of shares listed above are owned by one stockholder which gave written consent in favor of said amendment, or such consent exceeded the minimum percentage vote required entitled to vote, as set forth above.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing Certificate are true of their own knowledge.

Executed at Trinity, North Carolina on January 18, 2001.

/s/ Mark E. Wozniak
Mark E. Wozniak
President

/s/ Kenneth L. Walker
Kenneth L. Walker
Vice President & Secretary

EXHIBIT 3.23

April 1, 1988

BY-LAWS
OF
SEALY MATTRESS COMPANY OF SAN DIEGO

ARTICLE I
OFFICES

Section 1.1. Registered Office. The registered office of the corporation in the State of California shall be located at 818 West Seventh Street, Suite 1004, in the City of Los Angeles, and the name of the corporation's registered agent is C T Corporation System.

Section 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of California as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

Section 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

Section 2.3. Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than 10 nor more than 60 days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall state the place, date, and hour of the meeting and (1) in the case of a special meeting the general nature of the business to be transacted, and no other business may be transacted, or (2) in the case of the annual meeting, those matters which the board, at the time of the mailing of the notice, intends to present for action by the shareholders. The notice of any meeting at which directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by the board for election.

Section 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

Section 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of such action shall be given to all shareholders who did not consent thereto in writing.

ARTICLE III
DIRECTORS

Section 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of California or shareholders of this corporation.

Section 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

Section 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

Section 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

Section 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the General Corporation Law of the State of California as amended from time to time (the “California Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

Section 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

Section 3.7. Presumption of Assent. Unless otherwise provided by the California Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

Section 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate one or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by California law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

Section 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

Section 3.11. Quorum and Manner of Acting — Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

Section 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

Section 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Chief Financial Officer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

Section 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

Section 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

Section 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors.

The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

Section 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

Section 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

Section 4.7. Chief Financial Officer. The Chief Financial Officer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Chief Financial Officer and of the financial condition of the corporation; and (e) in general, perform all the duties

normally incident to the office of Chief Financial Officer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Chief Financial Officer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Chief Financial Officer may delegate such details of the performance of duties of the office of Chief Financial Officer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

Section 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

Section 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

Section 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

Section 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

Section 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

Section 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

Section 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Chief Financial Officer or Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

Section 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of California.

Section 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

Section 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

Section 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the

corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

Section 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

Section 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

Section 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

Section 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact

that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the California Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the California Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the California Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the California Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

Section 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the California Statute.

EXHIBIT 3.24

ARTICLES OF INCORPORATION

OF

MONTEREY MANUFACTURING CO.

ONE: The name of this Corporation is MONTEREY MANUFACTURING CO.

TWO: The purpose of the corporation is to engage in any lawful act or activities for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name and address in this state of the corporation's initial agent for service of process is:

A. CHARLES WILSON, ESQ.

FOUR: The corporation is authorized to issue only one class of shares, which shall be designated "common" shares or stock. The total authorized number of shares which may be issued is 500,000 shares. Such shares shall have no par or stated value, except as may be required by law and fixed hereafter by resolution of the Board of Directors. No distinction shall exist between classes or series of shares of the corporation or the holders thereof.

IN WITNESS WHEREOF, the incorporator of this corporation has executed these Articles of Incorporation.

/s/ A. Charles Wilson
A. CHARLES WILSON Incorporator

I am the person who executed the above Articles of Incorporation, and such instrument is my act and deed. I declare under penalty of perjury that the foregoing is true and correct.

Executed at Los Angeles, California, this 31 day of March, 1978.

/s/ A. Charles Wilson
A. CHARLES WILSON

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OF

MONTEREY MANUFACTURING CO.

We, Norman Schifman, the President, and Perry Doermann, the Secretary, of Monterey Manufacturing Co., a corporation duly organized and existing under the laws of the State of California, do hereby certify:

1. That they are the President and the Secretary, respectively, of Monterey Manufacturing Co., a California corporation.

2. That an amendment to the articles of incorporation of this corporation has been approved by the board of directors.

3. The amendment so approved by the board of directors is as follows:

Article One of the Articles of Incorporation of this corporation is amended to read as follows:

ONE: The name of the corporation is Advanced Sleep Products.

4. That the shareholders have adopted said amendment by written consent. That the wording of said amendment as approved by the written consent of the shareholders is the same as that set forth in Article 3 above. That said written consent was signed by the holders of outstanding shares having not less than the minimum number of required votes of shareholders necessary to approve said amendment in accordance with Section 902 of the California Corporations Code.

5. The designation and total number of outstanding shares entitled to vote on or give written consent to said amendment and the minimum percentage vote required of each class or series entitled to vote on or to give written consent to said amendment for approval thereof are as follows:

Designation	Number of Shares outstanding entitled to vote or give written consent	Minimum percentage vote required to approve
Common Stock	15,000	More than 50%

6. That the number of shares listed above is owned by one stockholder which gave written consent in favor of said amendment. Such consent exceeded the minimum percentage vote required of each class entitled to vote. Said minimum percentage vote is set forth in article 5 of this certificate.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed at Carson, California on July 25, 1986.

/s/ Norman Schifman

Norman Schifman,
President

/s/ Perry Doermann

Perry Doermann,
Secretary

EXHIBIT 3.25

April 1, 1988

BY-LAWS

OF

ADVANCED SLEEP PRODUCTS

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of California shall be located at 818 West Seventh Street, Suite 1004, in the City of Los Angeles, and the name of the corporation's registered agent is C T Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of California as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than 10 nor more than 60 days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall state the place, date, and hour of the meeting and (1) in the case of a special meeting the general nature of the business to be transacted, and no other business may be transacted, or (2) in the case of the annual meeting, those matters which the board, at the time of the mailing of the notice, intends to present for action by the shareholders. The notice of any meeting at which directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by the board for election.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at

any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of such action shall be given to all shareholders who did not consent thereto in writing.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of California or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the General Corporation Law of the

State of California as amended from time to time (the "California Statute") written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director's business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the California Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate one or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by California law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting — Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Chief Financial Officer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to

appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Chief Financial Officer. The Chief Financial Officer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be

selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Chief Financial Officer and of the financial condition of the corporation; and (e) in general, perform all the duties, normally incident to the office of Chief Financial Officer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Chief Financial Officer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Chief Financial Officer may delegate such details of the performance of duties of the office of Chief Financial Officer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Chief Financial Officer or Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of California.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the California Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the California Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the California Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the

corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the California Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the California Statute.

Exhibit 3.26

CERTIFICATE OF INCORPORATION OF

SEALY CORPORATION

FIRST: The name of the corporation is Sealy Corporation (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business of the Corporation and its purpose is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as it may be amended from time to time (the "DGCL"), or any successor law.

FOURTH: The total number of shares of capital stock that the Corporation shall have authority to issue is one thousand (1000) shares of common stock, par value of $.01 per share.

FIFTH: The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation and for the purpose of creating, defining and regulating the powers of the Corporation and its directors and stockholders:

(a) The business and affairs of the Corporation shall be managed by or under the direction of the board of directors of the Corporation.

(b) The number of directors of the Corporation shall be fixed and may be altered from time to time in the manner provided in the bylaws of the Corporation, and vacancies on the board of directors of the Corporation and newly created directorships resulting from any increase in the authorized number of directors may be filled, and directors may be removed, as provided in the bylaws.

(c) The election of directors of the Corporation may be conducted in any manner approved by the stockholders of the Corporation at the time when the election is held and need not be by written ballot.

(d) The board of directors of the Corporation is expressly authorized from time to time to adopt, alter, amend, change, add to or repeal the bylaws of the Corporation.

(e) A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the

director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of this paragraph (e) by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation with respect to events occurring prior to the time of such repeal or modification.

SIXTH: (a) To the fullest extent permitted by the DGCL, the Corporation shall indemnify, and advance expenses to, any person who is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Notwithstanding the preceding sentence, the Corporation shall not be required to indemnify any person in connection with a proceeding (or part thereof) commenced by such person if the commencement of such proceeding (or part thereof) was not authorized by the board of directors of the Corporation. The Corporation, by action of its board of directors, may provide indemnification or advance expenses to employees and agents of the Corporation or other persons only on such terms and conditions and to the extent determined by the board of directors in its sole and absolute discretion.

(b) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article Sixth shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, contract, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

(c) The Corporation shall have the power to purchase and maintain insurance to protect itself and any person who is or was a director, officer, employee or agent of the Corporation, or while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the DGCL or the provisions of this Article Sixth.

(d) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article Sixth shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such officer or director. The indemnification and advancement of expenses that may have been provided to an employee or agent of the Corporation by action of the board of directors of the Corporation, pursuant to the last sentence of clause (a) of this Article Sixth, shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person, after the time such person has ceased to be an employee or agent of the Corporation, only on such terms and conditions and to the extent determined by the board of directors in its sole discretion.

SEVENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights herein conferred upon stockholders are granted subject to this reservation.

EIGHTH: The Corporation hereby elects not to be governed by Section 203 of the DGCL, and the restrictions contained in Section 203 of the DGCL shall not apply to the Corporation.

NINTH: The bylaws of the Corporation shall not restrict the ability of the stockholders of the Corporation to act by written consent in lieu of a meeting, and no provision of the bylaws shall require stockholders to request that the board of directors of the Corporation fix a record date prior to delivery of the written consents to the Corporation.

EXHIBIT 3.27

Effective: October 15, 2002

SECOND AMENDED AND RESTATED BYLAWS

OF

SEALY CORPORATION

A Delaware Corporation

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the corporation in the State of Delaware shall be located in the City of Wilmington, County of New Castle, State of Delaware, and the name of the corporation's registered agent at such address shall be 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

Section 2. Other Offices. The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Annual Meeting. All annual meeting of the stockholders shall be held each year within 150 days after the close of the immediately preceding fiscal year of the corporation or at such other time specified by the Board of Directors for the purpose of electing directors and conducting such other proper business as may come before the meeting. At the annual meeting stockholders shall elect directors and transact such other business as properly may be brought before the meeting pursuant to Article II, Section 11 hereof.

Section 2. Special Meetings. Special Meetings of the stockholders may only be called in the manner provided in the restated certificate of incorporation.

Section 3. Place of Meetings. The board of directors may designate any place, either within or without the State of Delaware, as the place of meeting for any annual meeting or for any special meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the corporation. If for any reason any annual meeting shall not be held during any year, the business thereof may be transacted at any special meeting of the stockholders.

Section 4. Notice. Whenever stockholders are required or permitted to take action at a meeting, written or printed notice stating the place, date, time, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the board of directors, the chairman of the board, the president or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the corporation. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Stockholders List. The officer having charge of the stock ledger of the corporation shall make, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. Quorum. The holders of a majority of the outstanding shares of capital stock entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by the General Corporation Law of the State of Delaware or by the restated certificate of incorporation. If a quorum is not present, the holders of a majority of the shares present in person or represented by proxy at the meeting, and entitled to vote at the meeting, may adjourn the meeting to another time and/or place. When a specified item of business requires a vote by a class or series (if the corporation shall then have outstanding shares of more than one class or series) voting as a class, the holders of a majority of the shares of such class or series shall constitute a quorum (as to such class or series) for the transaction of such item of business.

Section 7. Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless (i) by express provisions of an applicable law or of the restated certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question, or (ii) the subject matter is the election of directors, in which case Section 2 of Article III hereof shall govern and control the approval of such subject matter.

Section 9. Voting Rights. Except as otherwise provided by the General Corporation Law of the State of Delaware or by the restated certificate of incorporation of the corporation or any amendments thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons lo act for him or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. Any proxy is suspended when the person executing the proxy is present at a meeting of stockholders and elects to vote, except that when such proxy is coupled with an interest and the fact of the interest appears on the face of the proxy, the agent named in the proxy shall have all voting and other rights referred to in the proxy, notwithstanding the presence of the person executing the proxy. At each meeting of the stockholders, and before any voting commences, all proxies filed at or before the meeting shall be submitted to and examined by the secretary or a person designated by the secretary, and no shares may be represented or voted under a proxy that has been found to be invalid or irregular.

Section 11. Business Brought Before an Annual Meeting. At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the board of directors, (ii) brought before the meeting by or at the direction of the board of directors, or (iii) otherwise properly brought before the meeting by a stockholder. For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the secretary of the corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the corporation, not less than sixty (60) days nor more than ninety (90) days prior to the meeting; provided, however, that in the event that less than seventy days' notice or prior public announcement of the date of the meeting is given or made to stockholders, notice by the stockholder to be timely must be so received not later than the close of business on the tenth (10th) day following the date on which such notice of the date of the annual meeting was mailed or such public announcement was made. A stockholder's notice to the secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting, (ii) the name and address, as they appear on the corporation's

books, of the stockholder proposing such business, (iii) the class and number of shares of the corporation which are beneficially owned by the stockholder, and (iv) any material interest of the stockholder in such business. Notwithstanding anything in these bylaws to the contrary, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this Section 11. The presiding officer of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting and in accordance with the provisions of this Section 11; and if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted. For purposes of this Section 11, "public announcement" shall mean disclosure in a press release reported by Dow Jones News Service, Associated Press or a comparable national news service. Nothing in this Section 11 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Section 12. Action by Written Consent. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than a majority of the shares entitled to vote, or, if greater, not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the state of Delaware, or the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested provided, however, that no consent or consents delivered by certified or registered mail shall be deemed delivered until such consent or consents are actually received at the registered office. All consents properly delivered in accordance with this Section 11 shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered to the corporation as required by this Section 11, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III

DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors. In addition to such powers as are herein and in the restated certificate of incorporation expressly conferred upon it, the board of directors shall have and may exercise all the powers of the corporation, subject to the provisions of the laws of Delaware, the restated certificate of incorporation and these bylaws.

Section 2. Number, Election and Term of Office. Subject to the provisions of the restated certificate of incorporation and to any rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the number of directors which shall constitute the board shall be such as from time to time shall be fixed by resolution adopted by the affirmative vote of a majority of the total number of directors then in office. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors; provided that, whenever the holders of any class or series of capital stock of the corporation are entitled to elect one or more directors pursuant to the provisions of the restated certificate of incorporation of the corporation (including, but not limited to, for purposes of these bylaws, pursuant to any duly authorized certificate of designation), such directors shall be elected by a plurality of the votes of such class or series present in person or represented by proxy at the meeting and entitled to vote in the election of such directors. The directors shall be elected and shall hold office only in the manner provided in the restated certificate of incorporation.

Section 3. Removal and Resignation. No director may be removed from office without cause and without the affirmative vote of the holders of a majority of the voting power of the then outstanding shares of capital stock entitled to vote generally in the election of directors voting together as a single class; provided, however, that if the holders of any class or series of capital stock are entitled by the provisions of this restated certificate of incorporation (it being understood that any references to this restated certificate of incorporation shall include any duly authorized certificate of designation) to elect one or more directors, such director or directors so elected may be removed without cause only by the vote of the holders of a majority of the outstanding shares of that class or series entitled to vote. Any director may resign at any time upon written notice to the corporation.

Section 4. Vacancies. Except as otherwise provided by the Certificate of Incorporation of the corporation or any amendments thereto, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority vote of the holders of the corporation’s outstanding stock entitled to vote thereon. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5. Nominations.

(a) Only persons who are nominated in accordance with the procedures set forth in these bylaws shall be eligible to serve as directors. Nominations of persons for election to the board of directors of the corporation may be made at a meeting of stockholders (i) by or at the direction of the board of directors or (ii) by any stockholder of the corporation who was a stockholder of record at the time of giving of notice provided for in this bylaw, who is entitled to vote for the election of directors at the meeting and who shall have complied with the notice procedures set forth below in Section 5(b).

(b) In order for a stockholder to nominate a person for election to the board of directors of the corporation at a meeting of stockholders, such stockholder shall have delivered timely notice of such stockholder's intent to make such nomination in writing to the secretary of the corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the corporation (i) in the case of an annual meeting, not less than sixty (60) nor more than ninety (90) days prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is changed by more than thirty (30) days from such anniversary date, notice by the stockholder to be timely must be so received not later than the close of business on the tenth (10th) day following the earlier of the day on which notice of the date of the meeting was mailed or public disclosure of the meeting was made, and (ii) in the case of a special meeting at which directors are to be elected, not later than the close of business on the tenth (10th) day following the earlier of the day on which notice of the date of the meeting was mailed or public announcement of the meeting was made. Such stockholder's notice shall set forth (i) as to each person whom the stockholder proposes to nominate for election as a director at such meeting all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (ii) as to the stockholder giving the notice (A) the name and address, as they appeal, on the corporation's books, of such stockholder and (B) the class and number of shares of the corporation which are beneficially owned by such stockholder and also which are owned of record by such stockholder; and (iii) as to the beneficial owner, if any, on whose behalf the nomination is made, (A) the name and address of such person and (B) the class and number of shares of the corporation which are beneficially owned by such person. At the request of the board of directors, any person nominated by the board of directors for election as a director shall furnish to the secretary of the corporation that information required to be set forth in a stockholder's notice of nomination which pertains to the nominee.

(c) No person shall be eligible to serve as a director of the corporation unless nominated in accordance with the procedures set forth in this Section 5. The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by this Section 5, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded. A stockholder seeking to nominate a person to serve as a director must also comply with all applicable requirements of the Exchange Act, and the rules and regulations thereunder with respect to the matters set forth in this Section 5.

Section 6. Annual Meetings. The annual meeting of the board of directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of stockholders.

Section 7. Other Meetings and Notice. Regular meetings, other than the annual meeting, of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by resolution of the board. Special meetings of the board of directors may be called by the chairman of the board, the president (if the president is a director) or, upon the written request of at least a majority of the directors then in office, the secretary of the corporation on at least 24 hours notice to each director, either personally, by telephone, by mail, or by telecopy.

Section 8. Chairman of the Board, Quorum, Required Vote and Adjournment. The board of directors shall elect, by the affirmative vote of a majority of the total number of directors then in office, a chairman of the board, who shall preside at all meetings of the stockholders and board of directors at which he or she is present. If the chairman of the board is not present at a meeting of the stockholders or the board of directors, the president (if the president is a director and is not also the chairman of the board) shall preside at such meeting, and, if the president is not present at such meeting, a majority of the directors present at such meeting shall elect one of their members to so preside. A majority of the total number of directors then in office shall constitute a quorum for the transaction of business. Unless by express provision of an applicable law, the corporation's amended and restated certificate of incorporation or these bylaws a different vote is required, the vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Committees. The board of directors may, by resolution passed by a majority of the total number of directors then in office, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these bylaws shall have, and may exercise, the powers of the board of directors in the management and affairs of the corporation, except as otherwise limited by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 10. Committee Rules. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. Unless otherwise provided in such a resolution, in the event that a member and that member's alternate, if alternates are designated by the board of directors as provided in Section 9 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member.

Section 11. Communications Equipment. Members of the board of directors or any committee thereof may participate in and act at any meeting of such board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear and speak with each other, and participation in the meeting pursuant to this Section 11 shall constitute presence in person at the meeting.

Section 12. Waiver of Notice and Presumption of Assent. Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 13. Action by Written Consent. Unless otherwise restricted by the restated certificate of incorporation, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the corporation shall be elected by the board of directors and shall consist of a chairman of the board, if any is elected, chief executive officer, a president, one or more vice-presidents, a secretary, a chief financial officer, a treasurer and such other officers and assistant officers as may be deemed necessary or desirable by the board of directors. Any number of offices may be held by the same person. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable, except that the offices of president and secretary shall be filled as expeditiously as possible.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as convenient. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. Removal. Any officer or agent elected by the board of directors may be removed by the board of directors at its discretion, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors.

Section 5. Compensation. Compensation of all executive officers shall be approved by the board of directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the corporation.

Section 6. The Chairman of the Board. The Chairman of the Board, if one shall have been elected, shall be a member of the board, an officer of the Corporation, and, if present, shall preside at each meeting of the board of directors or shareholders. The Chairman of the Board shall, in the absence or disability of the president, act with all of the powers and be subject to all the restrictions of the president. He shall advise the president, and in the president's absence, other officers of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the board of directors.

Section 7. Chief Executive Officer. The chief executive officer shall have the powers and perform the duties incident to that position. Subject to the powers of the board of directors, he shall be in the general and active charge of the entire business and affairs of the corporation, and shall be its chief policy making officer. In the absence of the Chairman of the Board, he shall preside at all meetings of the board of directors and stockholders and shall have such other powers and perform such other duties as may be prescribed by the board of directors or provided in these bylaws. The chief executive officer is authorized to execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. Whenever the president is unable to serve, by reason of sickness, absence or otherwise, the chief executive officer shall perform all the duties and responsibilities and exercise all the powers of the president.

Section 8. The President. The president of the corporation shall, subject to the powers of the board of directors and the chairman of the board, have general charge of the business, affairs and property of the corporation, and control over its officers, agents and employees; and shall see that all orders and resolutions of the board of directors are carried into effect. The president is authorized to execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. The president shall have such other powers and perform such other duties as may be prescribed by the chief executive officer, the board of directors or as may be provided in these bylaws.

Section 9. Vice-presidents. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors or the chairman of the board, shall, in the absence or disability of the president, act with all of the powers and be subject to all the restrictions of the president. The vice-presidents shall also perform such other duties and have such other powers as the board of directors, the chief executive officer, the president or these bylaws may, from time to time, prescribe. The vice-presidents may also be designated as executive vice-presidents or senior vice-presidents, as the board of directors may from time to time prescribe.

Section 10. The Secretary and Assistant Secretaries. The secretary shall attend all meetings of the board of directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose or shall ensure that his or her designee attends each such meeting to act in such capacity. Under the chairman of the board's supervision, the secretary shall give, or cause to be given, all

notices required to be given by these bylaws or by law; shall have such powers and perform such duties as the board of directors, the chief executive officer, the president or these bylaws may, from time to time, prescribe; and shall have custody of the corporate seal of the corporation. The secretary, or an assistant secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature. The assistant secretary, or if there be more than one, any of the assistant secretaries, shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors, the chief executive officer, the president, or secretary may, from time to time, prescribe.

Section 11. The Chief Financial Officer. The chief financial officer shall have the custody of the corporate funds and securities; shall keep full and accurate all books and accounts of the corporation as shall be necessary or desirable in accordance with applicable law or generally accepted accounting principles; shall deposit all monies and other valuable effects in the name and to the credit of the corporation as may be ordered by the chairman of the board or the board of directors; shall cause the funds of the corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; and shall render to the board of directors, at its regular meeting or when the board of directors so requires, an account of the corporation; shall have such powers and perform such duties as the board of directors, the chief executive officer, the president or these bylaws may, from time to time, prescribe. If required by the board of directors, the chief financial officer shall give the corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of the office of chief financial officer and for the restoration to the corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the chief financial officer belonging to the corporation.

Section 12. Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

Section 13. Absence or Disability of Officers. In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in such officer’s place during such officer’s absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person selected by it.

ARTICLE V

INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1. Nature of Indemnity. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or a person of whom he is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including without limitation service with respect to employee benefit plans, (any such person, an "Indemnitee") shall be indemnified and held harmless by the corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all expense, liability and loss (including without limitation attorneys' fees actually and reasonably incurred by such person) in connection with such proceeding and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 hereof, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the board of directors of the corporation. The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 2 and 5 hereof, shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition.

Section 2. Procedure for Indemnification of Directors and Officers. Any indemnification under Section 1 of this Article V or advance of expenses under Section 5 of this Article V shall be made promptly, and in any event within 30 days, upon written request. If a determination by the corporation that a current or former director or officer is entitled to indemnification pursuant to this Article V is required, and the corporation fails to respond within sixty days to a written request for indemnity, the corporation shall be deemed to have approved the request. If the corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article V shall be enforceable by a current or former director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification or advancement, in whole or in part, in any such action shall also be indemnified by the corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the corporation. Neither the failure of the corporation (including without limitation its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the corporation (including without limitation its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. Nonexclusivity of Article V. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 4. Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the corporation would have the power to indemnify such person against such liability under this Article V.

Section 5. Expenses. Expenses incurred by any Indemnity in defending a proceeding shall be paid by the corporation in advance of such proceeding's final disposition so long as the corporation receives an undertaking by or on behalf of the director or officer to repay such amount if and to the extent it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation. No indemnified person need demonstrate, and the corporation need not inquire as to, his or her ability to repay such expense advancement. Expenses incurred by employees and agents of the corporation in defending a proceeding may be paid by the corporation in advance of such proceeding's final disposition upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 6. Employees and Agents. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the corporation, or who are or were serving at the request of the corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the board of directors.

Section 7. Contract Rights. The provisions of this Article V shall be deemed to be a contract light between the corporation and each director or officer who serves in any such capacity at any time while this Article V and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect, and any repeal or modification of this Article V or any such law shall not adversely affect any right or protection of any Indemnitee with respect to any acts, omissions, facts, circumstances or pending or threatened proceeding existing or occurring prior to such repeal or modification.

Section 8. Merger or Consolidation. For purposes of this Article V, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. Form. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by the chairman of the board, the chief executive officer or the president or any vice president and the secretary or an assistant secretary of the corporation, certifying the number of shares owned by such holder in the corporation. If such a certificate is countersigned (i) by a transfer agent or an assistant transfer agent other than the corporation or its employee or (ii) by a registrar, other than the corporation or its employee, the signature of any such chairman of the board, chief executive officer, president, vice president, secretary, or assistant secretary may be facsimiles. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the corporation whether because of death, resignation or otherwise before such certificate or certificates have been delivered by the corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the corporation. Shares of stock of the corporation shall only be transferred on the books of the corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the corporation of the certificate or certificates for such shares endorsed by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate or certificates, and record the transaction on its books. The board of directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the corporation.

Section 2. Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen. or destroyed certificate or certificates, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. Fixing a Record Date for Stockholder Meetings. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day following the day on which notice is first given. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for. the adjourned meeting.

Section 4. Fixing a Record Date for Other Purposes. In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 5. Registered Stockholders. Prior to the surrender to the corporation of the certificate or certificates for a share or shares of stock with a request to record the transfer of such share or shares, the corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. The corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

Section 6. Subscriptions for Stock. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the restated certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, in accordance with applicable law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the restated certificate of incorporation. Before payment of any dividend, there may be set aside out of any

funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Checks, Drafts or Orders. All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

Section 3. Contracts. In addition to the powers otherwise granted to officers pursuant to Article IV hereof, the board of directors may authorize any officer or officers, or any agent or agents, of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 4. Loans. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a director of the corporation or its subsidiaries, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 6. Corporate Seal. The board of directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words “Corporate Seal, Delaware.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. Voting Securities Owned By Corporation. Voting securities in any other corporation held by the corporation shall be voted by the chief executive officer, the president or a vice-president, unless the board of directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8. Inspection of Books and Records. The board of directors shall have power from time to time to determine to what extent and at what times and places and under what conditions and regulations the accounts and books of the corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any account or book or document of the corporation, except as conferred by the laws of the State of Delaware, unless and until authorized so to do by resolution of the board of directors or of the stockholders of the corporation.

Section 9. Section Headings. Section headings in these bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10. Inconsistent Provisions. In the event that any provision of these bylaws is or becomes inconsistent with any provision of the restated certificate of incorporation, the General Corporation Law of the State of Delaware or any other applicable law, the provision of these bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VIII

AMENDMENTS

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the corporation is expressly authorized to make, alter, amend, change, add to or repeal these bylaws by the affirmative vote of 70% of the total number of directors then in office. Any alteration or repeal of these bylaws by the stockholders of the corporation shall require the affirmative vote of a majority of the outstanding shares of the corporation entitled to vote on such alteration or repeal; provided, however, that Section 11 of Article II and Sections 2, 3, 4 and 5 of Article III and this Article VIII of these bylaws shall not be altered, amended or repealed and no provision inconsistent therewith shall be adopted without the affirmative vote of the holders of at least 66 2/3% of the outstanding shares of the corporation entitled to vote on such alteration or repeal.

EXHIBIT 3.28

CERTIFICATE OF INCORPORATION

OF

SEALY MATTRESS CORPORATION

The undersigned, in order to form a corporation for the purpose hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, hereby certifies that:

1. The name of the Corporation is Sealy Mattress Corporation.

2. The registered office and registered agent of the Corporation is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

4. The total number of shares of stock which the Corporation is authorized to issue is one thousand (1000) shares of common stock, par value $.01 each ("Common Stock").

5. The name and address of the incorporator is Christopher May, 425 Lexington Avenue, New York City, New York 10017.

6. The Corporation is to have perpetual existence.

7. The board of directors of the Corporation, acting by majority vote, may alter, amend or repeal the By-laws of the Corporation.

8. Except as otherwise provided by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, no director of the Corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this Article Eighth by the stockholders of the Corporation shall not adversely affect any right of protection of a director of the Corporation existing at the time of such repeal or modification.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation on March 31, 2004.

/s/ Christopher May
Christopher May
Sole Incorporator

EXHIBIT 3.29

SEALY MATTRESS CORPORATION

BY-LAWS

ARTICLE I

MEETING OF STOCKHOLDERS

Section 1. Place of Meeting and Notice. Meetings of the stockholders of the Corporation shall be held at such place either within or without the State of Delaware as the Board of Directors may determine.

Section 2. Annual and Special Meetings. Annual meetings of stockholders shall be held, at a date, time and place fixed by the Board of Directors and stated in the notice of meeting, to elect a Board of Directors and to transact such other business as may properly come before the meeting. Special meetings of the stockholders may be called by the President for any purpose and shall be called by the President or Secretary if directed by the Board of Directors or requested in writing by the holders of not less than 25% of the capital stock of the Corporation. Each such stockholder request shall state the purpose of the proposed meeting.

Section 3. Notice. Except as otherwise provided by law, at least 10 and not more than 60 days before each meeting of stockholders, written notice of the time, date and place of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each stockholder.

Section 4. Quorum. At any meeting of stockholders, the holders of record, present in person or by proxy, of a majority of the Corporation's issued and outstanding capital stock shall constitute a quorum for the transaction of business, except as otherwise provided by law. In the absence of a quorum, any officer entitled to preside at or to act as secretary of the meeting shall have power to adjourn the meeting from time to time until a quorum is present.

Section 5. Voting. Except as otherwise provided by law, all matters submitted to a meeting of stockholders shall be decided by vote of the holders of record, present in person or by proxy, of a majority of the Corporation's issued and outstanding capital stock.

ARTICLE II

DIRECTORS

Section 1. Number, Election and Removal of Directors. The number of Directors that shall constitute the Board of Directors shall be not less than one nor more than fifteen. The first Board of Directors shall consist of two Directors. Thereafter, within the limits specified above, the number of Directors shall be determined by the Board of Directors or by the stockholders. The Directors shall be elected by the stockholders at their annual meeting. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by a majority of the Directors then in office, although less than a quorum, or by the sole remaining Director or by the stockholders. A Director may be removed with or without cause by the stockholders.

Section 2. Meetings. Regular meetings of the Board of Directors shall be held at such times and places as may from time to time be fixed by the Board of Directors or as may be specified in a notice of meeting. Special meetings of the Board of Directors may be held at any time upon the call of the President and shall be called by the President or Secretary if directed by the Board of Directors. Telegraphic, facsimile or written notice of each special meeting of the Board of Directors shall be sent to each Director not less than two hours before such meeting. A meeting of the Board of Directors may be held without notice immediately after the annual meeting of the stockholders. Notice need not be given of regular meetings of the Board of Directors.

Section 3. Quorum. One-third of the total number of Directors shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until such a quorum is present. Except as otherwise provided by law, the Certificate of Incorporation of the Corporation, these By-Laws or any contract or agreement to which the Corporation is a party, the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.

Section 4. Committees of Directors. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees, including without limitation an Executive Committee, to have and exercise such power and authority as the Board of Directors shall specify. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he/she or they constitute a quorum, may unanimously appoint another Director to act at the meeting in place of any such absent or disqualified member.

ARTICLE III

OFFICERS

The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other additional officers with such titles as the Board of Directors shall determine, all of whom shall be chosen by and shall serve at the pleasure of the Board of Directors. Such officers shall have the usual powers and shall perform all the usual duties incident to their respective offices. All officers shall be subject to the supervision and direction of the Board of Directors. The authority, duties or responsibilities of any officer of the Corporation may be suspended by the President with or without cause. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause.

ARTICLE IV

INDEMNIFICATION

To the fullest extent permitted by the General Corporation Law of the State of Delaware, the Corporation shall indemnify any current or former Director or officer of the Corporation and may, at the discretion of the Board of Directors, indemnify any current or former employee or agent of the Corporation against all expenses, judgments, fines and amounts

paid in settlement actually and reasonably incurred by him or her in connection with any threatened, pending or completed action, suit or proceeding brought by or in the right of the Corporation or otherwise, to which he or she was or is a party or is threatened to be made a party by reason of his or her current or former position with the Corporation or by reason of the fact that he or she is or was serving, at the request of the Corporation, as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

ARTICLE V

GENERAL PROVISIONS

Section 1. Notices. Whenever any statute, the Certificate of Incorporation or these By-Laws require notice to be given to any Director or stockholder, such notice may be given in writing by mail, addressed to such Director or stockholder at his address as it appears on the records of the Corporation, with postage thereon prepaid. Such notice shall be deemed to have been given when it is deposited in the United States mail. Notice to Directors may also be given by facsimile or telegram.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be January 1 through December 31.

Exhibit 3.30

RESTATED CERTIFICATE OF INCORPORATION
OF
SEALY, INCORPORATED

Sealy, Incorporated, a corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies that:

1. The original Certificate of Incorporation of Sealy, Incorporated was filed with the Secretary of State of Delaware on August 22, 1933 and was subsequently amended on several occasions. A Restated Certificate of Incorporation was filed on March 13, 1972 and has been subsequently amended.

2. This Restated Certificate of Incorporation, set forth below, was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware.

FIRST: The name of the corporation (hereinafter called the "Corporation") is Sealy, Incorporated.

SECOND: The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, and specifically, but not by way of limitation, to manufacture, produce, prepare, buy, sell, lease, distribute, export, import, dispose of, warehouse, store, transport, ship and generally deal in and with mattresses, pillows, bedding, bed springs and furniture of all kinds, and all

articles and things used in the manufacture, production, preparation, distribution, storage and shipment thereof, and all apparatus, machinery, implements and devices for use either alone or in connection with such products, or in connection with the manufacture or production of which they are a factor.

FOURTH: The total number of shares which the Corporation shall have authority to issue is one million (1,000,000) of which three hundred thousand (300,000) shares of the par value of ten cents ($.10) per share shall be Preferred Stock and seven hundred thousand (700,000) shares of the par value of ten cents ($.10) per share shall be Common Stock. Preferred Stock shall be issued from time to time (a) in one or more series with such distinctive serial designations; and (b) may have such voting powers, full or limited, or may be without voting powers; and (c) may be subject to redemption at such time or times and at such prices; and (d) may be entitled to receive dividends (which may be cumulative or noncumulative) at such rate or rates, on such conditions, and at such times and payable in preference to, or in such relation to, the dividends payable on any class or classes of stock; and (e) may have such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation; (f) may be made convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation, at such price or prices or at such rates of exchange, and with such adjustments; and (g) shall have such other relative, participating, optional or other special rights and qualifications, limitations or restrictions thereof, all as shall hereafter be stated and expressed in the resolution or resolutions providing for the issue of such Preferred Stock from time to time adopted by the Board of Directors pursuant to authority so to do which is hereby vested in the Board.

Each share of Common Stock shall entitled the holder thereof to one vote, in person or by proxy, at any and all meetings of the stockholders of the Corporation. The By-Laws of the Corporation shall provide whether voting for the election of Directors shall be by written ballot.

Any and all right, title, interest and claim in or any dividends declared by the Corporation, whether in cash, stock or otherwise, which are unclaimed by the stockholder entitled thereto for a period of six years after the close of business on the payment date, shall be and be deemed to be extinguished and abandoned; and such unclaimed dividends in the possession of the Corporation, its transfer agents or other agents or depositaries, shall at such time become the absolute property of the Corporation, free and clear of any and all claims of any person whatsoever.

No holder of stock or securities of the Corporation (other than holders of voting Common Stock), as such, shall have any preemptive rights to subscribe for or purchase any additional shares of stock or securities convertible into or carrying warrants or options to acquire shares of stock of the Corporation. Holders of voting Common Stock shall have the preemptive rights to which they are entitled under and pursuant to the common law of Delaware, provided, however, that no holder of voting Common Stock of the Corporation, as such, shall have any preemptive rights to subscribe for or purchase any additional shares of stock or securities convertible into or carrying warrants or options to acquire shares of stock of the Corporation, when such shares of stock or securities are issued (i) to an employee of the Corporation, (ii) to beneficiaries of an employee of the Corporation pursuant to exercise of a qualified stock option, (iii) to a subsidiary of the Corporation for use in the acquisition of stock or assets of another business, or (iv) to acquire stock or assets of another business by the Corporation or by a subsidiary of the Corporation.

FIFTH: The Board of Directors of the Corporation shall have the power to make, alter or amend the By-Laws of the Corporation.

SIXTH: A Director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the Director derived an improper personal benefit. If the General Corporation Law of the State of Delaware is amended after approval by the stockholders of this Article SIXTH to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended. Any repeal or modification of this Article SIXTH by the stockholders of the Corporation shall not adversely affect any right or protection of a Director of the Corporation existing at the time of such repeal or modification.

SEVENTH: Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director, officer or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other

enterprise, including service with respect to employee benefit plans (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action or inaction in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided paragraph (2) of this Article SEVENTH with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article SEVENTH shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the General corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director, officer or employee in his or her capacity as a director, officer or employee (and not in any other capacity in which service was or is rendered such indemnitee while a director, officer or

employee including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Article SEVENTH or otherwise.

If a claim under paragraph (1) of this Article SEVENTH is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the indemnitee has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the indemnity has not met the applicable standard of conduct.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of final disposition conferred in this Article SEVENTH shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Restated Certificate of Incorporation, By-Law, agreement, vote of stockholders or disinterested directors or otherwise.

The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, regardless of whether the corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any agent of the Corporation to the fullest extent of the provisions of this Article SEVENTH with respect to the indemnification and advancement of expenses of Directors, officers and employees of the Corporation.

IN WITNESS WHEREOF, the undersigned, being the duly elected, qualified and acting President and Secretary of Sealy, Incorporated, do hereby execute this Restated Certificate of Incorporation this 9th day of September, 1987.

/s/ Richard C. Roe

Richard C. Roe,
President

ATTEST:

/s/ Perry E. Doermann

Perry E. Doermann,
Secretary

CERTIFICATE OF AMENDMENT

OF

RESTATED CERTIFICATE OF INCORPORATION

Sealy, Incorporated, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a meeting duly held, adopted a resolution proposing and declaring advisable the following amendment to the Restated Certificate of Incorporation:

"RESOLVED, that the Company's Restated Certificate of Incorporation be amended to change the name of the Company from Sealy, Incorporated to "The Ohio Mattress Company Licensing and Components Group".

"RESOLVED FURTHER, that the above resolution to change the Company's name be recommended for approval by the sole stockholder of the Company."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its Vice-president and attested by its Assistant Secretary this 3rd day of February, 1988.

Sealy, Incorporated

By /s/ Thomas L. Smudz
Vice President Finance

ATTEST

By /s/ John D. Moran
Assistant Secretary

EXHIBIT 3.31

BY-LAWS
OF
THE OHIO MATTRESS COMPANY
LICENSING AND COMPONENTS GROUP

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the name of the corporation's registered agent is The Corporation Trust Company.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1988 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the stockholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of stockholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of stockholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the stock entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the stockholders of the corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of such action shall be given to all stockholders who did not consent thereto in writing.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the stockholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Delaware or stockholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the Board of Directors. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the stockholders or a majority of the directors then in office, although less than a quorum.

SECTION 3.4. Action by Consent. Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all directors or all members of such committee, as the case may be, consent thereto in writing and such written consent is filed with the minutes of the Board of Directors or such committee.

SECTION 3.5. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of stockholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.6. Special Meetings. Special meetings of the Board of Directors may be called by Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the General Corporation Law of the State of Delaware as amended from time to time (the “Delaware Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written

notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.7. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.8. Presumption of Assent. Unless otherwise provided by the Delaware Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.9. Action Without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.10. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate one or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Delaware law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.11. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.12. Quorum and Manner of Acting Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.13. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and stockholders and shall have authority to designate the duties and powers of other

officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The Chairman in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an

account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the stockholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each stockholder, director and committee member that shall from time to time be furnished to the Secretary by such stockholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
STOCK RECORDS AND TRANSFERS

SECTION 6.1. Stock Certificates. Every stockholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the Chairman (if a Chairman shall have been elected), the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so, authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such stockholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Delaware.

SECTION 6.3. Lost Certificates. Any person claiming a stock certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Stock. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock

ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any stockholder may enter into an agreement with other stockholders or with the corporation providing for reasonable limitation or restriction on the right of` such stockholder to transfer shares of capital stock of the corporation held by such stockholder, including, without limiting the generality of the foregoing, agreements granting to such other stockholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance, shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the stockholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Delaware Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Statute.

Exhibit 3.32

CERTIFICATE OF INCORPORATION

OF

Sealy Mattress Manufacturing Company, Inc.

1. The name of the corporation is:

Sealy Mattress Manufacturing Company, Inc.

2. The address of its registered office in the State of Delaware is 100 West Tenth Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Ten Cents ($.10) amounting in the aggregate to One Hundred Dollars ($100.00).

5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by ballot.

6. The name and mailing address of the incorporator is:

L. M. Custis

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 21st day of December, 1982.

/s/ L. M. Custis

L. M. Custis

EXHIBIT 3.33

April 1, 1988

BY-LAWS
OF
SEALY MATTRESS MANUFACTURING COMPANY, INC.

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the name of the corporation's registered agent is The Corporation Trust Company.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the stockholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of stockholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of stockholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the stock entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the stockholders of the corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of such action shall be given to all stockholders who did not consent thereto in writing.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the stockholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need riot be residents of the State of Delaware or stockholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the Board of Directors. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the stockholders or a majority of the directors then in office, although less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of stockholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the General Corporation Law of the State of Delaware as amended from time to time (the “Delaware Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such

director's business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Delaware Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action Without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate one or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Delaware law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting—Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of

Directors and stockholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The Chairman in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6,1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business

of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the stockholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each stockholder, director and committee member that shall from time to time be furnished to the Secretary by such stock-holder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
STOCK RECORDS AND TRANSFERS

SECTION 6.1. Stock Certificates. Every stockholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the Chairman, (if a Chairman shall have been elected), the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such stockholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Delaware.

SECTION 6.3. Lost Certificates. Any person claiming a stock certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Stock. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital sock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any stockholder may enter into an agreement with other stockholders or with the corporation providing for reasonable limitation or restriction on the right of such stockholder to transfer shares of capital stock of the corporation held by such stockholder, including, without limiting the generality of the foregoing, agreements granting to such other stockholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance, shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the stockholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. In addition to the indemnification provided in the articles of incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Delaware Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware Statute for the corporation to indemnify

the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Statute.

EXHIBIT 3.34

CERTIFICATE OF INCORPORATION

OF

SEALY-KOREA, INC.

FIRST

The name of the Corporation is Sealy-Korea, Inc.

SECOND

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD

The nature of the business or purpose to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law. In connection therewith, the Corporation shall possess and exercise all of the powers and privileges granted by the Delaware General Corporation Law or by this Certificate of Incorporation together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Corporation.

FOURTH

The total number of shares of stock which the Corporation shall have the authority to issue is One Thousand Five Hundred (1,500) shares of Common Stock, $.01 par value per share.

FIFTH

The name and mailing address of the sole incorporator of the Corporation is as follows:

NAME	MAILING ADDRESS
Carol Braunschweig	

SIXTH

The board of directors of the Corporation shall have the power to adopt, amend or repeal the by-laws of the Corporation.

SEVENTH

Section 203 of the Delaware General Corporation Law shall not apply to any business combination (as defined in Section 203(c)(3) of the Delaware General Corporation Law, as amended from time to time, or in any successor thereto, however denominated) in which the Corporation shall engage.

EIGHTH

The directors of the Corporation shall incur no personal liability to the Corporation or its stockholders for monetary damages for the breach of fiduciary duty as a director; provided, that such director liability shall not be limited or eliminated (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for any acts or omissions by the director not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the Delaware General Corporation Law, does make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true under penalties of perjury, and accordingly I have hereunto set my hand this 20th day of August, 1998.

/s/ Carol Braunschweig
Carol Braunschweig

EXHIBIT 3.35

BY-LAWS

OF

SEALY-KOREA, INC.

Adopted August 21, 1998

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

FISCAL YEAR

Section 1. Fiscal Year. The fiscal year of the Corporation shall be such period as the Board of Directors may designate from time to time.

ARTICLE III

STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of the stockholders for the election of Directors, and for the transaction of any other proper business, shall be held on such date after the annual financial statements of the Corporation have been prepared as shall be determined by the Board of Directors from time to time. Upon due notice there may also be considered and acted upon at an annual meeting any matter which could properly be considered and acted upon at a special meeting. In the event that the annual meeting is not held on the date designated therefor in accordance with this Section 1, the Directors shall cause the annual meeting to be held as soon after that date as convenient. [211]

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the Chairman of the Board or the President of the Corporation, and shall be called by the Chairman of the Board or President at the request in writing of a majority of the Board of Directors. Calls for special meetings shall specify the purpose or purposes of the proposed meeting, and no business shall be considered at any such meeting other than that specified in the call therefor. [211, 222]

Section 3. Place of Meetings. All meetings of the stockholders shall be held at such place, either within or without the State of Delaware, as shall be designated in the notice of such meeting. [211(a)]

Section 4. Notice of Meetings and Adjourned Meetings. Written notice of any meeting of stockholders stating the place, date and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. [222]

Section 5. Stockholders' List. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. [219(a)]

Section 6. Quorum. At any meeting of the stockholders, except as otherwise provided by the Delaware General Corporation Law, a majority of the shares entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business; provided, that no action required by the Certificate of Incorporation or these By-laws to be authorized or taken by a designated proportion of shares may be authorized or taken by a lesser proportion; provided, further, that where a separate vote by a class or classes of shares is required by law, the Certificate of Incorporation or these By-laws, a majority of the outstanding shares of such class or classes, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote. If such quorum shall not be present or represented by proxy at any meeting of the stockholders, the stockholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. [216]

Section 7. Voting. In all matters other than the election of Directors and other than any matters upon which by express provision of the Certificate of Incorporation or of these By-laws a different vote is required, the vote of a majority of the shares entitled to vote

on the subject matter and present in person or represented by proxy at the meeting shall be the act of the stockholders. Directors shall be elected by a plurality of the votes of the shares entitled to vote on the election of Directors and present in person or represented by proxy at the meeting. Except as otherwise provided in the Certificate of Incorporation, each stockholder entitled to vote at any meeting of the stockholders or to express consent or dissent to corporate action in writing without a meeting shall be entitled to one vote for each share of capital stock held by such stockholder. [216, 212(a)]

Section 8. Proxies. Each stockholder entitled to vote at a meeting of the stockholders, or to express consent or dissent to corporate action without a meeting, may authorize another person or persons to act for him by proxy. No such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. [212(b)]

Section 9. Action of Stockholders Without a Meeting. Any action required or permitted to be taken, whether by any provision of the Delaware General Corporation Law or of the Certificate of Incorporation, at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation, at its registered office or its principal place of business, or to an officer or agent of the Corporation having custody of the stockholders' minute book of the Corporation. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective unless, within sixty (60) days of the earliest dated consent delivered in the manner provided above to the Corporation, written consents signed by a sufficient number of stockholders to take the action are delivered in the manner provided above to the Corporation. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. [228(a), (c) and (d)]

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, except as may be otherwise provided in the Delaware General Corporation Law or in the Certificate of Incorporation. [141(a)]

Section 2. Number of Directors. The number of Directors which shall constitute the whole Board shall be not less than one, and the number of Directors elected at any meeting of stockholders shall be deemed to be the number of Directors constituting the whole Board unless otherwise fixed by resolution adopted at such meeting. Directors may, but need not, be stockholders. [141(b)]

Section 3. Election of Directors. The Directors shall be elected at the annual meeting of stockholders, or if not so elected, at a special meeting of stockholders called for that purpose. At any meeting of stockholders at which Directors are to be elected, only persons nominated as candidates shall be eligible for election, and the Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of Directors. [211, 216]

Section 4. Removal; Vacancies. Any Director or the entire Board of Directors may be removed, with or without cause, at any time by the affirmative vote of the holders of record of a majority of the outstanding shares entitled to vote in the election of Directors. The vacancy or vacancies in the Board of Directors caused by any such removal may be filled by the stockholders, or if not so filled, by a majority of the Board of Directors remaining in office (although less than a quorum) or by the sole remaining Director. [141(k), 223(a)]

Section 5. Resignation; Vacancies. Any Director may resign at any time upon written notice to the Corporation. A resignation from the Board of Directors shall be deemed to take effect immediately upon receipt of such notice or at such other time as the Director may specify in such notice. When one or more Directors shall resign from the Board, effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective. If a Director dies, a majority of the Directors remaining in office (although less than a quorum), or the sole remaining Director, shall have the power to fill such vacancy. Each Director so chosen to fill a vacancy shall hold office until the next election of Directors, and until his successor shall be elected and qualified, or until his earlier resignation or removal. [141(b), 223(d)]

Section 6. Annual Meeting. Immediately following each annual meeting of stockholders for the election of Directors, the Board of Directors may meet for the purpose of organization, the election of officers and the transaction of other business at the place where the annual meeting of stockholders for the election of Directors is held. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or in a consent and waiver of notice thereof signed by all of the Directors.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such places (within or without the State of Delaware) and at such times as the Board shall by resolution determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at such place at the same hour and on the next succeeding business day not a legal holiday. Notice of regular meetings need not be given.

Section 8. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, President or by any two of the Directors. Notice of each such meeting shall be mailed to each Director, addressed to him at his residence or usual place of business, at least three (3) days before the day on which the meeting is to be held, or shall be sent to him by telegram or cablegram so addressed, or shall be delivered personally or by telephone or telecopy, at least twenty-four (24) hours before the time the meeting is to be held. Each such notice shall state the time and place (within or without the State of Delaware) of the meeting but need not state the purposes thereof, except as otherwise required by the Delaware General Corporation Law or by these By-laws.

Section 9. Quorum; Voting; Adjournment. Except as otherwise provided by the Certificate of Incorporation or by these By-laws, a majority of the total number of Directors shall constitute a quorum for the transaction of business at any meeting, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, the Director or Directors present at any meeting may adjourn such meeting from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given. [141(b)]

Section 10. Telephone Communications. Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 10 shall constitute presence in person at such meeting. [141(i)]

Section 11. Action of Directors Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing and such written consent or consents are filed with the minutes of proceedings of the Board or such committee. [141(f)]

Section 12. Compensation. Directors, as such, shall not receive any stated salary for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board or of any committee thereof. Nothing herein contained shall be construed so as to preclude any Director from serving the Corporation in any other capacity, or from serving any of its stockholders, subsidiaries or affiliated corporations in any capacity, and receiving compensation therefor. [141(h)]

Section 13. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Subject to the limitations of Section 141(c) of the Delaware General Corporation Law, as amended from time to time (or of any successor thereto, however denominated), any such committee, to the extent provided in the Board resolution, shall have and may exercise the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation (if any) to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required. [141(c)]

ARTICLE V

NOTICES

Section 1. Notices. Whenever, under the provisions of the Delaware General Corporation Law or of the Certificate of Incorporation or these By-laws, notice is required to be given to any Director or stockholder, it shall not be necessary that personal notice be given, and such notice may be given in writing, by mail, addressed to such Director or stockholder, at his address as it appears on the records of the Corporation or at his residence or usual place of business, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to Directors may also be given by telegram or cablegram, and such notice shall be deemed to be given when the same shall be filed, or in person or by telephone or telecopy, and such notice shall be deemed to be given when the same shall be delivered.

Section 2. Waiver of Notice. Whenever any notice is required to be given under any provision of the Delaware General Corporation Law or of the Certificate of Incorporation or these By-laws, a written waiver thereof, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. [229]

ARTICLE VI

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, a Secretary, a Treasurer and, if the Board of Directors shall so determine, or as may be deemed necessary by the Board from time to time, a Chairman of the Board, a Vice Chairman of the Board, one or more Vice Presidents and other officers and assistant officers. Any number of offices may be held by the same person. [142(a)]

Section 2. Election of Officers. Each officer of the Corporation shall be elected by the Board of Directors and shall hold office at the pleasure of the Board of Directors until his successor has been elected or until his earlier resignation or removal. [142(b)]

Section 3. Resignation. Any officer may resign at any time by giving written notice of his resignation to the Corporation. Any such resignation shall take effect immediately upon receipt of such notice or at such other time specified in such notice. Unless otherwise specified in such notice, the acceptance of such resignation by the Corporation shall not be necessary to make it effective. [142(b)]

Section 4. Removal. Any officer may be removed at any time, either with or without cause, by action of the Board of Directors.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal or any otherwise shall be filled by the Board of Directors. [141(e)]

Section 6. Powers and Duties. All officers, as between themselves and the Corporation, shall have such authority and perform such duties as are customarily incident to their respective offices, and as may be specified from time to time by the Board of Directors, regardless of whether such authority and duties are customarily incident to such office. In the absence of any officer of the Corporation, or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate for the time being the powers or duties of such officer, or any of them, to any other officer or to any Director. The Board of Directors may from time to time delegate to any officer the authority to appoint and remove subordinate officers and to prescribe their authority and duties.

Section 7. Compensation. The compensation of the officers shall be fixed from time to time by the Board of Directors or, if delegated by the Board, by the President or Chairman of the Board. Any such decision by the President or Chairman of the Board shall be final unless expressly overruled or modified by action of the Board of Directors, in which event such action of the Board of Directors shall be conclusive of the matter. Nothing contained herein shell preclude any officer from serving the Corporation in any other capacity, including that of Director, or from serving any of its stockholders, subsidiaries or affiliated corporations in any capacity, and receiving a proper compensation therefor.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 1. Indemnification. The Corporation shall indemnify any person who is or was a Director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, to the full extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time (or by any successor thereto, however denominated). The Corporation may, if the Board of Directors should determine to do so by resolution adopted by a majority of the whole Board, indemnify any person who is or was an employee or agent (other than a Director or officer) of the Corporation, or is or was serving at the request of the Corporation as an employee or agent (other than a director or officer) of another corporation, partnership, joint venture, trust or other enterprise, to the full extent permitted by such Section 145. This Section 1 shall be interpreted in all respects to expand such power to indemnify to the maximum extent permissible to any Delaware corporation with regard to the particular facts of each case, and not in any way to limit any statutory or other power to indemnify, or any right of any individual to indemnification. [145]

Section 2. Insurance for Indemnification. The Corporation may purchase and maintain insurance for protection of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other
enterprise, to the full extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time (or by any successor thereto, however denominated). [145(g)]

ARTICLE VIII

LOANS, CHECKS, DEPOSITS, ETC.

Section 1. General. All checks, drafts, bills of exchange or other orders for the payment of money, issued in the name of the Corporation, shall be signed by such person or persons and in such manner as may from time to time be designated by the Board of Directors, which designation may be general or confined to specific instances.

Section 2. Loans and Evidences of Indebtedness. No loan shall be contracted on behalf of the Corporation, and no evidence of indebtedness shall be issued in its name, unless authorized by the Board of Directors. Such authorization may be general or confined to specific instances. Loans so authorized by the Board of Directors may be effected at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual. All bonds, debentures, notes and other obligations or evidences of indebtedness of the Corporation issued for such loans shall be made, executed and delivered as the Board of Directors shall authorize. When so authorized by the Board of Directors, any part of or all the properties, including contract rights, assets, business or good will of the Corporation, whether then owned or thereafter acquired, may be mortgaged, pledged, hypothecated or conveyed or assigned in trust as security for the payment of such bonds, debentures, notes and other obligations or evidences of indebtedness of the Corporation, and of the interest thereon, by instruments executed and delivered in the name of the Corporation.

Section 3. Banking. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may authorize. The Board of Directors may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these By-laws, as it may deem expedient. For the purpose of deposit and for the purpose of collection for the account of the Corporation, checks, drafts and other orders for the payment of money which are payable to the order of the Corporation shall be endorsed, assigned and delivered by such person or persons and in such manner as may from time to time be authorized by the Board of Directors.

Section 4. Securities Held By The Corporation. Unless otherwise provided by resolution adopted by the Board of Directors, the President or the Chairman of the Board may from time to time appoint an attorney or attorneys, or an agent or agents, to exercise in the name and on behalf of the Corporation the powers and rights to vote or consent which the Corporation may have as the holder of stock or other securities in any other corporation; and the President or Chairman of the Board may instruct the person or persons so appointed as to the manner of exercising such powers and rights; and the President and Chairman of the Board may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal (if any), or otherwise, all such written proxies, powers of attorney or other written instruments as he may deem necessary in order that the Corporation may exercise such powers and rights.

ARTICLE IX

SHARES AND THEIR TRANSFER

Section 1. Share Certificates. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by the President, a Vice President or the Chairman of the Board and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the Corporation, representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. [158]

Section 2. Lost, Stolen or Destroyed Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate for stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate or certificates alleged to have been lost, stolen or destroyed. [167]

Section 3. Transfers. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 4. Record Dates. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent or dissent to corporate action in writing without a meeting, or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing such record date is adopted by the Board of Directors. In the case of (A) a meeting, such record date also shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting; (B) a consent or dissent to corporate action in writing without a meeting, such record date also shall not be more than ten (10) days after the date upon which such resolution is adopted by the Board of Directors; or (C) the payment of any dividend or other distribution, allotment of any rights, exercise of any rights in respect of any change, conversion or exchange of stock or any other lawful action, such record date also shall not be more than sixty (60) days prior to such action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. [213]

Section 5. Protection of Corporation. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE X

CORPORATE SEAL

The Corporation may adopt a corporate seal which, if adopted, shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Delaware”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. [122(3)]

ARTICLE XI

EMERGENCY BY-LAWS

The Board of Directors may adopt, either before or during an emergency, as that term is defined by the Delaware General Corporation Law, any emergency by-laws permitted by the Delaware General Corporation Law which shall be operative only during such emergency. In the event the Board of Directors does not adopt any such emergency by-laws, the special rules provided in the Delaware General Corporation Law shall be applicable during an emergency as therein defined. [110]

ARTICLE XII

SECTION HEADINGS

The headings contained in these By-laws are for reference purposes only and shall not be construed to be part of and shall not affect in any way the meaning or interpretation of these By-laws.

ARTICLE XIII

AMENDMENTS

These By-laws may be amended or repealed at any meeting of the stockholders or by the Board of Directors. [109]

EXHIBIT 3.36

CERTIFICATE OF FORMATION

OF

MATTRESS HOLDINGS INTERNATIONAL, LLC

This Certificate of Formation of Mattress Holdings International, LLC (the "LLC") has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Act (6 Del. C. § 18-101, et. seq.).

FIRST. The name of the limited liability company formed hereby is Mattress Holdings International, LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is c/o Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware 19805.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the 21st day of June, 1999.

By: /s/ Cindy Rashed
Cindy Rashed
Authorized Person

EXHIBIT 3.37

EXECUTION COPY

MATTRESS HOLDINGS INTERNATIONAL, LLC

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

Dated as of November 5, 2002

Table of Contents

ARTICLE 1 GENERAL
1.1 Definitions 1
1.2 Construction 5

ARTICLE 2 ORGANIZATION
2.1 Formation 5
2.2 Name 5
2.3 Registered Office and Registered Agent 5
2.4 Term 6
2.5 Purposes and Powers 6

ARTICLE 3 UNITS; MEMBERSHIP
3.1 Units Generally; Conversion of Prior Units into Common Units 6
3.2 Authorization and Issuance of Units 6
3.3 Unit Certificates 7
3.4 Issuance of Units 7
3.5 New Members from the Issuance of Units 7

ARTICLE 4 CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS
4.1 Capital Contributions 8
4.2 Capital Accounts 8
4.3 Negative Capital Accounts 9
4.4 No Withdrawal 9
4.5 Loans From Members 9
4.6 Status of Capital Contributions 10

ARTICLE 5 ALLOCATIONS OF PROFITS AND LOSSES
5.1 Allocation of Profits and Losses 10
5.2 Regulatory and Special Allocations 10
5.3 Curative Allocations 11
5.4 Tax Allocations 12

ARTICLE 6 DISTRIBUTIONS
6.1 Generally 12
6.2 Distributions 12

ARTICLE 7 MANAGEMENT OF THE COMPANY
7.1 Board of Directors 13
7.2 Officers 14
7.3 Performance of Duties; Liability of Directors and Officers 16
7.4 Indemnification 16

ARTICLE 8 MEMBERS; VOTING RIGHTS
8.1 Meetings of Members 17
8.2 Voting Rights 18

8.3 Registered Members 18
8.4 Limitation of Liability 18
8.5 Withdraw; Resignation 18
8.6 Authority 18

ARTICLE 9 TAXES
9.1 Tax Status 19

ARTICLE 10 TRANSFER OF UNITS
10.1 Restrictions 19
10.2 General Restrictions on Transfer 19
10.3 Procedure for Transfers 19
10.4 Legend 20
10.5 Limitations 20
10.6 Pledge of Units 20

ARTICLE 11 DISSOLUTION AND LIQUIDATION
11.1 Dissolution 21
11.2 Liquidation 21

ARTICLE 12 GENERAL/MISCELLANEOUS PROVISIONS
12.1 Notices 22
12.2 Governing Law 23
12.3 Entire Agreement 23
12.4 Effect of Waiver or Consent 23
12.5 Amendment or Modification 23
12.6 Binding Effect 23
12.7 Counterparts 23
12.8 Severability 23
12.9 Headings 23
12.10 Parties in Interest 24
12.11 Further Assurances 24
12.12 Specific Performance; Remedies 24

MATTRESS HOLDINGS INTERNATIONAL, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Mattress Holdings International, LLC, a Delaware limited liability company (the "Company"), is made as of November 5, 2002, by and among each of the Persons executing this Agreement and listed on the Member Schedule (as herein defined);

WHEREAS, as of immediately prior to the date hereto, the Company's limited liability company agreement is that certain Limited Liability Company Agreement of the Company, dated as of June 30, 1999 (the "Original Agreement");

WHEREAS, on the date hereof, Sealy, Inc. ("Sealy") has purchased 10 Class A Common Units (as such term is defined in the Original Agreement) from Bain Capital, Inc.;

WHEREAS, upon the execution of this Agreement, pursuant to Section 3.1 hereof, all of the Units (as such term is defined in the Original Agreement) outstanding as of immediately prior to the effectiveness of this Agreement shall automatically and without further action on the part of the Member(s) be converted into one hundred (100) Common Units; and

WHEREAS, Sealy, being the sole Member of the Company as of the date hereof, desires to amend and restate the Original Agreement in its entirety as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the Members hereby agree as follows:

ARTICLE 1

GENERAL

1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Taxable Year, after giving effect to the following adjustments:

(i) Crediting to such Capital Account any amount which such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulation Sections 1.704-1(b)(2)(ii)(c), 1.704-2 (g)(1), and 1.704-2(i); and

(ii) Debiting to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Bankruptcy" means, with respect to a Member, that (i) such Member has (A) made an assignment for the benefit of creditors; (B) filed a voluntary petition in bankruptcy; (C) been adjudged bankrupt or insolvent, or had entered against such Member an order of relief in any bankruptcy or insolvency proceeding; (D) filed a petition or an answer seeking for such Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation or filed an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Member in any proceeding of such nature; or (E) sought, consented to, or acquiesced in the appointment of a trustee, receiver or liquidator of such Member or of all or any substantial part of such Member's properties; (ii) 120 days have elapsed after the commencement of any proceeding against such Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation and such proceeding has not been dismissed; or (iii) 90 days have elapsed since the appointment without such Member's consent or acquiescence of a trustee, receiver or liquidator of such Member or of all or any substantial part of such Member's properties and such appointment has not been vacated or stayed or the appointment is not vacated within 90 days after the expiration of such stay.

"Book Value" means, with respect to any Company property, the Company's adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Section 1.704-1(b)(2)(iv)(d)–(g); provided that the Book Value of each asset of the Company shall be adjusted as of the date of this Agreement pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) in a manner determined by the Board so that the aggregate Book Value of the Company's assets (net of the Company's liabilities) as of such date is equal to the aggregate initial Capital Account balances of the Members (immediately after the Member's Capital Contribution is made).

"Capital Account" means the capital account maintained for a Member pursuant to Section 4.2.

"Capital Contribution" means the cash and/or agreed fair market value of any asset or property of any nature contributed by a Member to the Company pursuant to the provisions of this Agreement.

"Certificate" means the Certificate of Formation, as such Certificate of Formation may be amended, supplemented or restated from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Common Unit" means a Unit having the rights and obligations specified with respect to "Common Units" in this Agreement.

"Company Minimum Gain" has the meaning set forth for "partnership minimum gain" in Treasury Regulation Section 1.704-2(d).

"Delaware Act" means the Delaware Limited Liability Company Act, as the same may be amended from time to time.

"Liquidating Distribution" means any distribution pursuant to Section 11.2 hereof.

"Majority of the Board" means, at any time, a combination of any of the then Directors constituting more than fifty percent (50%) of the number of Directors who are then elected and qualified.

"Majority in Voting Interest" means, at any time, a Member or Members which own a majority of the Voting Units outstanding at such time.

"Member Minimum Gain" with respect to each Member Nonrecourse Debt, means the amount of Company Minimum Gain (as determined according to Treasury Regulation Section 1.704-2(d)(1)) that would result if such Member Nonrecourse Debt were treated as a nonrecourse liability, determined in accordance with Treasury Regulation Section 1.704-2(i)(3).

"Member Nonrecourse Debt" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the team "partner" as the context requires.

"Member Nonrecourse Deduction" has the meaning set forth in Treasury Regulation Section 1.704-2(i), substituting the term "Member" for the term "partner" as the context requires.

"Members" means each Person identified on the Member Schedule as of the date hereof who has executed this Agreement or a counterpart hereof and each Person who may hereafter be admitted as a Member in accordance with the terms of this Agreement. The Members shall constitute the "members" (as that term is defined in the Delaware Act) of the Company.

"Membership Interest" means the interest acquired by a Member in the Company, including such Member's right (based on the type and class of Unit or Units held by such Member), if any, (a) to a distributive share of Profits, Losses, and other items of income, gain, loss, deduction and credits of the Company, (b) to a distributive share of the assets of the Company, (c) to vote on, consent to or otherwise participate in any decision of the Members, and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Delaware Act.

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulation Section 1.704-2(b) (substituting the term "Company" for the term "partnership" as the context requires).

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency or political subdivision thereof or any other entity or organization.

"Public Offering" means an underwritten public offering and sale of Common Units pursuant to an effective registration statement under the Securities Act; provided that a Public Offering shall not include an offering made in connection with a business acquisition or combination pursuant to a registration statement on Form S-4 or any similar form, or an employee benefit plan pursuant to a registration statement on Form S-8 or any similar form.

"Public Sale" means any sale of Registered Securities to the public pursuant to an offering registered under the Securities Act or, after the consummation of an initial Public Offering, to the public pursuant to the provisions of Rule 144 (or any similar rule or rules then in effect) under the Securities Act.

"Restricted Securities" means (a) all Units issued by the Company and (b) any securities issued with respect to, or in exchange for, the Units referred to in clause (a) above in connection with a conversion, combination of units or shares, recapitalization, merger, consolidation or other reorganization, including in connection with the consummation of any reorganization plan. As to any particular Restricted Securities, such securities shall cease to be Restricted Securities when they have been Transferred pursuant to a Public Sale.

"Securities Act" means the Securities Act of 1933, as amended from time to time.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person or Persons shall be allocated a majority of partnership, limited liability company, association or other business entity gains or losses or shall be or control the managing director, manager or a general partner of such partnership, limited liability company, association or other business entity.

"Taxable Year" means the Company's taxable year ending on or about December 31 (or part thereof in the case of the Company's first and last taxable year), or such other year as is (i) required by Section 706 of the Code or (ii) determined by the Board (if no year is so required by Section 706 of the Code).

"Transfer" means any direct or indirect sale, transfer, conveyance, assignment, hypothecation, gift, delivery or other disposition (other than a pledge).

"Treasury Regulations" shall mean that except where the context indicates otherwise, the final, temporary, proposed, or proposed and temporary regulations of the Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

"Unit" means a unit representing a fractional part of the Membership Interests of all of the Unitholders and shall include all types and classes of Units; provided that any type or class of Unit shall have the designations, preferences and/or special rights set forth in this Agreement and the Membership Interests represented by such type or class of Unit shall be determined in accordance with such designations, preferences and/or special rights.

"Unitholder" means with respect to any Unit, the record holder thereof as evidenced on the Member Schedule.

"Voting Units" means the Common Units.

1.2 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter and the singular number includes the plural number and vice versa. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE 2

ORGANIZATION

2.1 Formation.

(a) The Company was formed upon the filing of the Certificate of Formation of the Company (the "Certificate of Formation") with the Secretary of State of the State of Delaware on June 21, 1999, pursuant to the Delaware Act. This Agreement shall constitute the "limited liability company agreement" (as that term is used in the Delaware Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Delaware Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Delaware Act, control.

(b) Any officer of the Company is hereby authorized, at any time that the applicable Members have approved an amendment to the Certificate in accordance with the terms hereof, to promptly execute, deliver and file such amendment in accordance with the Delaware Act.

(c) At the time the Company has more than one Member, the Company shall be treated as a partnership for federal, foreign, state and local income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment. The Company shall not be deemed a partnership or joint venture for any other purpose.

2.2 Name. The name of the Company is "Mattress Holdings International, LLC" or such other name or names as the Board may from time to time designate; provided, that the name shall always contain the words "Limited Liability Company", "LLC" or "L.L.C."

2.3 Registered Office and Registered Agent. The Company shall maintain a registered office in the State of Delaware at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808 or at such other place within Delaware as the Secretary of the Company may designate. The name and address of the Company's registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808 or such other agent as the Secretary of the Company may from time to time designate.

2.4 Term. The term of existence of the Company shall be perpetual from the date the Certificate of Formation was filed with the Secretary of State of Delaware, unless the Company is dissolved in accordance with the provisions of this Agreement.

2.5 Purposes and Powers. The purposes and character of the business of the Company shall be to transact any or all lawful business for which limited liability companies may be organized under the Delaware Act. The Company shall have any and all powers which are necessary or desirable to carry out the purposes and business of the Company, including the ability to incur and guaranty indebtedness, to the extent the same may be legally exercised by limited liability companies under the Delaware Act. The Company shall carry out the foregoing activities pursuant to the arrangements set forth in this Agreement. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the Company to possess any purpose or power, or to do any act or thing, forbidden by law to a limited liability company organized under the laws of the State of Delaware.

ARTICLE 3

UNITS; MEMBERSHIP

3.1 Units Generally; Conversion of Prior Units into Common Units. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types or classes, with each type or class having the rights and privileges, including voting rights, if any, set forth in this Agreement. All of the Units (as such term is defined in the Original Agreement) outstanding as of immediately prior to the effectiveness of this Agreement are hereby automatically (without any further action on the part of the Member(s)) converted into one hundred (100) Common Units. The Secretary of the Company shall maintain a schedule of all Members from time to time, their respective mailing addresses and the Units held by them (as the same may be amended, modified or supplemented from time to time, the "Member Schedule"), a copy of which as of the date hereof is attached hereto as Schedule A. The Members shall have no interest in the Company other than the interests conferred by this Agreement and represented by the Units, which shall be deemed to be personal property giving only the rights conferred by this Agreement. Ownership of a Unit (or fraction thereof) shall not entitle a Unitholder to call for a partition or division of any property of the Company or for any accounting.

3.2 Authorization and Issuance of Units.

(a) Common Units. The Company hereby authorizes the issuance of Common Units. As of the date hereof, 100 of such Common Units are outstanding as set forth on the Members Schedule (as in effect on the date hereof).

(b) Additional Units. Except as expressly provided by this Agreement, the Company shall not authorize, issue or sell, or cause to be authorized, issued or sold, any Units.

3.3 Unit Certificates.

(a) The Units are securities governed by Article 8 of the Uniform Commercial Code (the "UCC"), shall be represented by certificates and are "certificated securities" as defined in Article 8 of the UCC. Each such certificate shall be signed by an officer of the Company, certifying the number of Units owned by the holder of such Units and stating the type and class of such Units. All certificates for each type and class of Units shall be consecutively numbered or otherwise identified: The name of the Person to whom the Units represented thereby are issued, with the number, type and class of Units and date of issue, shall be entered on the books of the Company and, until such Units are transferred on the books of the Company (including the Member Schedule), such Person shall be deemed to be the owner of such Units for all purposes. Units shall only be transferred on the books of the Company (including the Member Schedule) by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the Company of the certificate(s) for such Units endorsed by the appropriate Person(s), with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the Company may reasonably require, and accompanied by all necessary transfer stamps. In that event, provided all other conditions to transfer have been met, it shall be the duty of the Company to issue a new certificate to the Person entitled thereto, cancel the old certificate(s), and record the transaction on its books (including the Member Schedule).

(b) Any officer of the Company may direct a new certificate(s) to be issued in place of any certificate(s) previously issued by the Company alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing such issue of a new certificate(s), such officer may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate(s); or his or her legal representative, to give the Company a bond sufficient to indemnify the Company against any claim that may be made against the Company on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

3.4 Issuance of Units. The Company (with the approval of the Board) shall have the right to issue any authorized but unissued Units; provided, that the Company shall not issue any Units to any Person unless such Person has executed and delivered to the Secretary of the Company the documents described in Section 3.5 hereof.

3.5 New Members from the Issuance of Units. In order for a Person to be admitted as a Member of the Company pursuant to the issuance of Units to such Person such Person shall have executed and delivered to the Secretary of the Company a written undertaking to be bound by the terms and conditions of this Agreement substantially in the form of Exhibit A hereto. Upon the amendment of the Member Schedule by the Secretary of the Company and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued his or its Units.

ARTICLE 4

CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

4.1 Capital Contributions.

(a) Sealy, the sole Member of the Company as of the date hereof, is deemed to have made all of the Capital Contributions made to the Company on or prior to the date hereof and is deemed to own the number, type and class of Units in the amounts set forth opposite such Member's name on the Member Schedule as in effect on the date hereof.

(b) At any time the Members may make additional Capital Contributions to the Company provided that any such additional Capital Contributions are made by all Members pro rata based upon the number of the then issued and outstanding Common Units. Except as expressly provided herein, no Member, in its capacity as a Member, shall have the right to receive any other cash or any property of the Company.

4.2 Capital Accounts.

(a) Maintenance Rules. The Company shall maintain for each Member a separate capital account (a "Capital Account") in accordance with this Section 4.2(a), which shall control the division of assets upon liquidation of the Company to the extent provided in Section 11.2(b)(iii). Each Capital Account shall be maintained in accordance with the following provisions:

(i) Such Capital Account shall be increased by the cash amount or Book Value of any property contributed by such Member to the Company pursuant to this Agreement, such Member's allocable share of Profits and any items in the nature of income or gains which are specially allocated to such Member pursuant to Section 5.2 or Section 5.3, and the amount of any liabilities of the Company assumed by such Member or which are secured by any property distributed to such Member.

(ii) Such Capital Account shall be decreased by the cash amount or Book Value of any property distributed to such Member pursuant to this Agreement, such Member's allocable share of Losses and any items of in the nature of deductions or losses which are specially allocated to such Member pursuant to Section 5.2 or Section 5.3, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(iii) If all or any portion of a Unit is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Unit (or portion thereof).

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Board determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Board may authorize such modifications.

(b) Definition of Profits and Losses. "Profits" and "Losses" mean, for each Taxable Year or other period, an amount equal to the Company's taxable income or loss for such Taxable Year or other period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(l) shall be included in taxable income or loss), with the following adjustments:

(i) The computation of all items of income, gain, loss and deduction shall include tax-exempt income and those items described in Treasury Regulation Section 1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for federal income tax purposes.

(ii) If the Book Value of any Company property is adjusted pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(e) or (f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property.

(iii) Items of income, gain, loss or deduction attributable to the disposition of Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the Book Value of such property.

(iv) Items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the property's Book Value in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

(v) To the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

4.3 Negative Capital Accounts. If any Member has a deficit balance in its Capital Account, such Member shall have no obligation to restore such negative balance or to make any Capital Contributions to the Company by reason thereof, and such negative balance shall not be considered an asset of the Company or of any Member.

4.4 No Withdrawal. No Member shall be entitled to withdraw any part of its Capital Contribution or Capital Account or to receive any distribution from the Company, except as expressly provided herein.

4.5 Loans From Members. Loans by Members to the Company shall not be considered Capital Contributions.

4.6 Status of Capital Contributions.

(a) No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise specifically provided in his Agreement.

(b) Except as otherwise provided herein, no Member shall be required to lend any funds to the Company or to make any additional Capital Contributions to the Company. No Member shall have any personal liability for the repayment of any Capital Contribution of any other Member.

ARTICLE 5

ALLOCATIONS OF PROFITS AND LOSSES

5.1 Allocation of Profits and Losses.

(a) Allocation of Profits. After giving effect to the allocations set forth in Section 5.2 and Section 5.3, Profits for any Taxable Year (or other period) shall be allocated to the Members pro rata (based upon the number of Common Units) in accordance with their ownership of Common Units.

(b) Allocation of Losses After giving effect to the allocations set forth in Section 5.2 and Section 5.3, Losses for any Taxable Year (or other period) shall be allocated to the Members pro rata (based upon the number of Common Units) in accordance with their ownership of Common Units.

5.2 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.1:

(a) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or 743(b) is required to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated, as provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(m), as an item of Profits (if the adjustment increases the basis of the asset) or Losses (if the adjustment decreases such basis) and such Profits or Losses shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(b) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulation Section 1.704-2(d)(1)) during any Taxable Year, each Member shall be specially allocated Profits for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to such Member’s share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulation Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulation Sections 1.704-2(f)(6) and 1.704-2(j)(2). This paragraph is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(c) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulation Section 1.704-2(i). Except as otherwise provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Member Minimum Gain during any Taxable Year, each Member that has a share of such Member Minimum Gain shall be specially allocated Profits for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to that Member's share of the net decrease in Member Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This paragraph is intended to comply with the minimum gain chargeback requirements in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Profits shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This paragraph is intended to comply with the qualified income offset requirement in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this Article 4 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Profits and Losses among Members so that, to the extent possible, the net amount of such allocations of Profits and Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

5.3 Curative Allocations. If the Board determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss, deduction or credit is not specified in this Article 5 (an "unallocated item"), or that the allocation of any item of Company income, gain, loss, deduction or credit hereunder is clearly inconsistent with the Members' economic interests in the Company (determined by reference to the general principles of Treasury Regulation Section 1.704-1(b) and the factors set forth in Treasury Regulation Section 1.704-1(b)(3)(ii)) (a "misallocated item"), then the Board may allocate such unallocated items, or reallocate such misallocated items, to reflect such economic interests; provided that no such allocation will be made without the prior consent of each Member that would be affected thereby (which consent no such Member may unreasonably withhold) and provided further that no such allocation shall have any material effect on the amounts distributable to any Member, including the amounts to be distributed upon the complete liquidation of the Company.

5.4 Tax Allocations.

(a) All income, gains, losses, deductions and credits of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, deductions and credits among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other applicable law, the Company's subsequent income, gains, losses, deductions and credits shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other applicable law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method of Treasury Regulation Section 1.704-3(b) so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company property is adjusted pursuant to Section 4.2, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such property shall take account of any variation between the adjusted basis of such property for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credit, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Board taking into account the principles of Treasury Regulation Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.4 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, distributions or other items pursuant to any provisions of this Agreement.

ARTICLE 6

DISTRIBUTIONS

6.1 Generally.

(a) Subject to Section 6.2, the Board shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include the payment or the making of provision for the payment when due of the Company's obligations, including the payment of any management or administrative fees and expenses or any other obligations.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate Section 18-607 of the Delaware Act or other applicable law or if such distribution would violate any of the Company's debt financing agreements.

6.2 Distributions. Except as provided in Section 11.2(b), distributions to be made by the Company on any date shall be made to the Members (with such distribution to the Members to be divided among such Members pro rata in accordance with their Common Units).

ARTICLE 7

MANAGEMENT OF THE COMPANY

7.1 Board of Directors.

(a) Establishment. There is hereby established a committee (the "Board") comprised of natural persons (the "Directors") having the authority and duties set forth in this Agreement. Each Director shall be entitled to one vote. Any decisions to be made by the Board shall require the approval of a majority of the votes of the then Directors. Except as provided in the immediately preceding sentence, no Director acting alone, or with any other Director or Directors, shall have the power to act for or on behalf of, or to bind the Company. Each Director shall be a "manager" (as that term is defined in the Delaware Act) of the Company, but, notwithstanding the foregoing, no Director shall have any rights or powers beyond the rights and powers granted to such Director in this Agreement. Directors need not be residents of the State of Delaware.

(b) Powers. The business and affairs of the Company shall be managed by or under the direction of the Board.

(c) Number of Directors; Term of Office. The authorized number of Directors shall, as of November 5, 2002, be three Directors and, hereafter, the authorized number of Directors may be increased or decreased by the Board. The Directors shall, except as hereinafter otherwise provided for filling vacancies, be elected by vote of the Members and shall hold office until their respective successors are elected and qualified or until their earlier resignation or removal. As of the date hereof, the three Directors are David J. McIlquham, Kenneth L. Walker and E. Lee Wyatt.

(i) Holders of a Majority in Voting Interest may remove, with or without cause, any Director and fill the vacancy. Vacancies caused by any such removal by the Members and not filled by the Members at the meeting at which such removal shall have been made or pursuant to the applicable written consent of the Members, may be filled by a majority of the votes of the Directors then in office, although less than a quorum, and any Director so elected to fill any such vacancy shall hold office until his successor is elected and qualified or until his earlier resignation or removal.

(ii) A Director may resign at any time by giving written notice to that effect to the Board. Any such resignation shall take effect at the time of the receipt of that notice or any later effective time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any vacancy caused by any such resignation or by the death of any Director or any vacancy for any other reason (including due to the authorization by the Members of a newly created Directorship) and not filled by the Members may be filled by the affirmative vote of a majority of the Directors then in office, although less than a quorum, and any Director so elected to fill any such vacancy shall hold office until his successor is elected and qualified or until his earlier resignation or removal.

(d) Meetings of the Board. The Board shall meet at such time and at such place (either within or without the State of Delaware) as the Board may designate. Special meetings of the Board shall be held on the call of any Director upon at least four (4) days (if the meeting is to be held in person) or two (2) days (if the meeting is to be held by telephone communications) oral or written notice to the Directors, or upon such shorter notice as may be approved by all of the Directors. Any Director may waive such notice as to himself. A record shall be maintained by the Secretary of the Company of each meeting of the Board.

(i) Conduct of Meetings. Any meeting of the Directors may be held in person or telephonically.

(ii) Quorum. A Majority of the Board shall constitute a quorum of the Board for purposes of conducting business. If a quorum shall not be present at any meeting of the Board, then the Directors present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. A Director may vote or be present at a meeting either in person or by proxy.

(iii) Attendance and Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

(iv) Actions Without a Meeting. Notwithstanding any provision contained in this Agreement, any action of the Board may be taken by written consent without a meeting. Any such action taken by the Board without a meeting shall be effective only if the written consent or consents are in writing, set forth the action so taken, and are signed by a Majority of the Board, or such greater number of the Directors that would be necessary to take such action at a meeting of the Board.

(e) Compensation of the Directors. Directors, as such, shall not receive any stated salary for their services, but shall receive such compensation for their services as may be from time to time agreed upon by a Majority in Voting Interest. In addition, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board, provided that nothing contained in this Agreement shall be construed to preclude any Director from serving the Company or any of its Subsidiaries in any other capacity and receiving compensation for such service.

7.2 Officers.

(a) Appointment of Officers. The Board shall appoint individuals as officers ("officers") of the Company, which shall include (i) a Chief Executive Officer, (ii) a Treasurer, (iii) a Secretary and (iv) such other officers (such as a President or any number of Vice Presidents) as the Board deems advisable. No officer need be a Member or a Director. An individual can be appointed to more than one office. Each officer of the Company shall be a "manager" (as that term is used in the Delaware Act) of the Company, but, notwithstanding the foregoing, no officer of the Company shall have any rights or powers beyond the rights and powers granted to such officer in this Agreement. The officers of the Company as of the date hereof are listed on the attached Exhibit B.

(b) Duties of Officers Generally. Under the direction of and, at all times, subject to the authority of the Board, the officers shall have full and complete discretion to manage and control the day-to-day business, operations and affairs of the Company in the ordinary course of its business, to make all decisions affecting the day-to-day business, operations and affairs of the Company in the ordinary course of its business and to take all such actions as he or she deems necessary or appropriate to accomplish the foregoing. In addition, the officers shall have such other powers and duties as may be prescribed by the Board or this Agreement. The Chief Executive Officer shall have the power and authority to delegate to any agents or employees of the Company rights and powers of officers of the Company to manage and control the day-to-day business, operations and affairs of the Company in the ordinary course of its business, as the Chief Executive Officer may deem appropriate from time to time.

(c) Authority of Officers. Subject to Section 7.2(b), any officer of the Company shall have the right, power and authority to transact business in the name of the Company or to act for or on behalf of or to bind the Company. With respect to all matters within the ordinary course of business of the Company, third parties dealing with the Company may rely conclusively upon any certificate of any officer to the effect that such officer is acting on behalf of the Company.

(d) Removal, Resignation and Filling of Vacancy of Officers. The Board may remove any officer, for any reason or for no reason, at any time. Any officer may resign at any time by giving written notice to the Board, and such resignation shall take effect at the date of the receipt of that notice or any later time specified in that notice; provided, that unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any such resignation shall be without prejudice to the rights, if any, of the Company or such officer under this Agreement. A vacancy in any office because of death, resignation, removal or otherwise shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(e) Compensation of Officers. The officers shall be entitled to receive compensation from the Company as determined by the Board.

(f) Chief Executive Officer. Under the direction of and, at all times, subject to the authority of the Board, the Chief Executive Officer shall have general supervision over the day-to-day business, operations and affairs of the Company. The Chief Executive Officer shall have such other powers and perform such other duties as may from time to time be prescribed by the Board.

(g) Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and Units. The Treasurer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company. The Treasurer shall have such other powers and perform such other duties as may from time to time be prescribed by the Board.

(h) Secretary. The Secretary shall (i) keep the minutes of the meetings of the Members and the Board in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of this Agreement and as required by law; (iii) be custodian of the company records; (iv) keep a register of the addresses of each Member which shall be furnished to the Secretary by such Member; (v) have general charge of the Members Schedule; and (vi) in general perform all duties incident to the office of a secretary of a company. The Secretary shall have such other powers and perform such other duties as may from time to time be prescribed by the Board.

(i) Fiduciary Duties. The Directors, in the performance of their duties as such, shall owe to the Members duties of loyalty and due care of the type owed by the directors of a corporation to the stockholders of such corporation under the laws of the State of Delaware. The officers, in the performance of their duties as such, shall owe to the Members duties of loyalty and due care of the type owed by the officers of a corporation to the stockholders of such corporation under the laws of the State of Delaware.

7.3 Performance of Duties; Liability of Directors and Officers. In performing his or her duties, each of the Directors and the officers shall be entitled to rely in good faith on the provisions of this Agreement and on information, opinions, reports, or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid), of the following other Persons or groups: (a) one or more officers or employees of the Company; (b) any attorney, independent accountant, or other Person employed or engaged by the Company; or (c) any other Person who has been selected with reasonable care by or on behalf of the Company, in each case as to matters which such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in Section 18-406 of the Delaware Act. No individual who is a Director or an officer of the Company, or any combination of the foregoing, shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being an Director or an officer of the Company or any combination of the foregoing.

7.4 Indemnification. Notwithstanding Section 7.3, the Directors and officers shall not be liable, responsible or accountable for damages or otherwise to the Company, or to the Members, and, to the fullest extent allowed by law, each Director and each officer shall be indemnified and held harmless by the Company, including advancement of reasonable attorneys' fees and other expenses, but only to the extent that the Company's assets are sufficient therefor, from and against all claims, liabilities, and expenses arising out of any management of Company affairs; provided that (a) such Director's or officer's course of conduct was pursued in good faith and believed by him to be in the best interests of the Company and (b) such course of conduct did not constitute gross negligence or willful misconduct on the part of such Director or officer

and otherwise was in accordance with the terms of this Agreement. The rights of indemnification provided in this Section 7.4 are intended to provide indemnification of the Directors and the officers to the fullest extent permitted by Delaware General Corporation Law regarding a corporation's indemnification of its directors and officers and will be in addition to any rights to which the Directors or officer may otherwise be entitled by contract or as a matter of law and shall extend to his heirs, personal representatives and assigns. The absence of any express provision for indemnification herein shall not limit any right of indemnification existing independently of this Section 7.4. Each Director's and each officer's right to indemnification pursuant to this Section 7.4 may be conditioned upon the delivery by such Director or such officer of a written undertaking to repay such amount if such individual is determined pursuant to this Section 7.4 or adjudicated to be ineligible for indemnification, which undertaking shall be an unlimited general obligation.

ARTICLE 8

MEMBERS; VOTING RIGHTS

8.1 Meetings of Members.

(a) Generally. Meetings of the Members may be called by the Board or by a Member or Members holding not less than 50% of the then outstanding Voting Units. All meetings of the Members shall be held telephonically or at the principal office of the Company or at such other place within or without the State of Delaware as may be determined by the Board or Member(s) calling the meeting and set forth in the respective notice or waivers of notice of such meeting. A record shall be maintained by the Secretary of the Company of each meeting of the Members.

(b) Notice of Meetings of Members. Written or printed notice stating the place, day and hour of the meeting shall be delivered not fewer than 2 days before the date of the meeting, either personally or by any written method by which it is reasonable to expect that the Members would receive such notice not later than the business day prior to the date of the meeting, to each holder of Voting Units (with a copy to the Secretary of the Company), by or at the direction of the Member(s) calling the meeting or the Board, as the case may be. Such notice may, but need not, specify the purpose or purposes of such meeting and may, but need not, limit the business to be conducted at such meeting to such purpose(s).

(c) Quorum. Except as otherwise provided herein or by applicable law, at any time, a majority of the then outstanding Voting Units, represented in person or by proxy, shall constitute a quorum of Members for purposes of conducting business. Once a quorum is present at the meeting of the Members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. If, however, such quorum shall not be present at any meeting of the Members, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until Members which own a majority of the then outstanding Voting Units shall be present or represented. Except as otherwise required by applicable law, resolutions of the Members at any meeting of Members shall be adopted by the affirmative vote of a majority of the Voting Units represented and entitled to vote at such meeting at which a quorum is present.

(d) Actions Without a Meeting. Unless otherwise prohibited by law any action to be taken at a meeting of the Members may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by a Member or Members holding not less than a majority of the then outstanding Voting Units and such consent or consents are delivered to the Secretary of the Company. A record shall be maintained by the Secretary of the Company of each such action taken by written consent of a Member or Members.

8.2 Voting Rights. Except as specifically provided herein or otherwise required by applicable law, each Member shall be entitled to one vote per Voting Unit held by such Member. A Member which owns Voting Units may vote or be present at a meeting either in person or by proxy. There will be no cumulative voting in the election or removal of Directors.

8.3 Registered Members. The Company shall be entitled to treat the owner of record of any Units as the owner in fact of such Unit for all purposes, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Unit on the part of any other person, whether or not it shall have express or other notice of such claim, or interest, except as expressly provided by this Agreement or the laws of the State of Delaware.

8.4 Limitation of Liability. No Member will be obligated personally for any debt, obligation or liability of the Company or of any other Member by reason of being a Member, whether arising in contract, tort or otherwise. Except as otherwise provided in the Delaware Act, by law or expressly in this Agreement, no Member will have any fiduciary or other duty to another Member with respect to the business and affairs of the Company. No Member will have any responsibility to restore any negative balance in his or her Capital Account or to contribute to or in respect of the liabilities or obligations of the Company or return distributions made by the Company.

8.5 Withdraw; Resignation. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. So long as a Member continues to own or hold any Units, such Member shall not have the ability to resign as a Member prior to the dissolution and winding up of the Company and any such resignation or attempted resignation by a Member prior to the dissolution or winding up of the Company shall be null and void As soon as any Person who is a Member ceases to own or hold any Units, such Person shall no longer be a Member.

8.6 Authority. No Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind the Company.

ARTICLE 9

TAXES

9.1 Tax Status. The Members intend that at the time, if any, that the Company has more than one Member, the Company be treated as a partnership for federal, state and local income tax purposes and the Company and each Member shall file all tax returns on the basis consistent therewith.

ARTICLE 10

TRANSFER OF UNITS

10.1 Restrictions. Each Member acknowledges and agrees that such Member shall not Transfer any Unit(s) except in accordance with the provisions of this Article 10. Any attempted Transfer in violation of the preceding sentence shall be deemed null and void for all purposes, and the Company will not record any such Transfer on its books or treat any purported transferee as the owner of such Unit(s) for any purpose.

10.2 General Restrictions on Transfer.

(a) Notwithstanding anything to the contrary in this Agreement, no transferee of any Unit(s) received pursuant to a Transfer (but excluding transferees that were Members immediately prior to such a Transfer, who shall automatically become a Member with respect to any additional Units they so acquire) shall become a Member in respect of or be deemed to have any ownership rights in the Unit(s) so Transferred unless a Person is admitted as a Member as set forth in Section 10.3(a).

(b) Following a Transfer of any Unit(s) that is permitted under this Article 10, the transferee of such Unit(s) shall succeed to the Capital Account associated with such Unit(s) and shall receive allocations and distributions under Articles 4, 5, 6 and 11 in respect of such Unit(s).

(c) Any Member who Transfers all of his or its Units (i) shall cease to be a Member upon such Transfer, and (ii) shall no longer possess or have the power to exercise any rights or powers of a Member of the Company.

10.3 Procedure for Transfers. Subject in all events to the general restrictions on Transfers contained in Sections 10.1 and 10.2, a Member may Transfer all or any part of his or its Units in accordance with this Section 10.3. No Transfer of Unit(s) may be completed until the prospective transferee is admitted as a Member of the Company by executing and delivering to the Company a written undertaken to be bound by the terms and conditions of this Agreement substantially in the form of Exhibit A hereto. Upon the amendment of the Member Schedule by the Company and the satisfaction of any other applicable conditions, such prospective transferee shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon the Company shall reissue the applicable Units in the name of such prospective transferee.

10.4 Legend.

(a) The certificates representing the Units will bear the following legend:

"THE TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE CONDITIONS SPECIFIED IN A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE ISSUER AND ITS MEMBERS. A COPY OF SUCH LIMITED LIABILITY COMPANY AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE ISSUER TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

(b) Each certificate or instrument evidencing Restricted Securities and each certificate or instrument issued in exchange for or upon the Transfer of any Restricted Securities (if such securities remain Restricted Securities after such Transfer) shall be stamped or otherwise imprinted with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER."

Upon the request of any holder of Restricted Securities, the Company shall remove the Securities Act legend set forth above from the certificates for such Restricted Securities; provided, that such Restricted Securities are eligible for sale pursuant to Rule 144(k) (or any similar rule or rules then in effect) under the Securities Act.

10.5 Limitations.

(a) Notwithstanding anything to the contrary in this Agreement, no Unit may be Transferred if such Transfer would result in the Company having more than 100 "beneficial owners" as defined and determined by the Investment Company Act of 1940, as amended from time to time.

(b) In order to permit the Company to qualify for the benefit of a "safe harbor" under Code Section 7704, notwithstanding anything to the contrary in this Agreement, no Transfer of any Unit shall be permitted or recognized by the Company (within the meaning of Treasury Regulation Section 1.7704-1(d)) if and to the extent that such Transfer would cause the Company to have more than 100 partners (within the meaning of Treasury Regulation Section 1.7704-1(h), including the look-through rule in Treasury Regulation Section 1.7704-1(h)(3)).

10.6 Pledge of Units.

(a) Notwithstanding anything contained herein to the contrary, any Member shall have the ability to pledge any Unit(s) owned by such Member and such pledge shall not be a "Transfer" of such Unit(s) for purposes of this Agreement.

(b) Upon the Transfer of Units owned by a Member pursuant to a pledge of such Units to a lending institution in connection with the borrowing of funds by the Company, such Member, such Member's parent company or any subsidiary of such Member's parent company from such lending institution, without need for any further action or notice under this Agreement, the transferee of such Units shall be admitted as a Member of the Company and shall acquire all right, title and interest in such Units, including all rights under this Agreement, and such Member shall be withdrawn as a "Member" hereunder and shall have no further right, title or interest in such Units or under this Agreement.

ARTICLE 11

DISSOLUTION AND LIQUIDATION

11.1 Dissolution. The Company shall be dissolved and its affairs wound up only upon the happening of any of the following events:

(a) the written consent of Members holding greater than a majority of the outstanding Common Units; or

(b) the entry of a decree of judicial dissolution under § 18-802 of the Delaware Act.

11.2 Liquidation.

(a) Upon dissolution of the Company, a liquidator or liquidating committee appointed by the Board shall be the liquidator (the "Liquidator"). The Liquidator shall be entitled to receive such compensation for its services as may be approved by the Board. The Liquidator shall agree not to resign at any time without 30 days prior written notice. Except as expressly provided in this Article 11, the Liquidator appointed in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the officers of the Company under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during such period of time as shall be reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Company as provided for herein.

(b) The Liquidator shall liquidate the assets of the Company, and apply and distribute the proceeds of such liquidation, in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

(i) the payment to the creditors of the Company, including Members, in order of priority provided by law;

(ii) to establish or add to such reserves as the Liquidator may deem necessary or appropriate; and

(iii) to the Members (with such distribution to the Members to be divided among such Members pro rata in accordance with their Common Units).

The reserves established pursuant to subparagraph (ii) shall be paid over by the Liquidator to a bank or other financial institution, to be held in escrow for the purpose of paying any contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Liquidator deems advisable, such reserves shall be distributed to the Members in the priorities set forth in this Section 11.2(b).

(c) The Members shall not be responsible for restoring any negative balance in their Capital Accounts upon termination or dissolution of the Company.

(d) In any termination or dissolution of the Company, the Company may distribute the assets of the Company to Members in cash, ratably in kind or any combination thereof. Each distribution in kind of property pursuant to Section 11.2(b)(iii) shall be distributed based upon the fair market value of such property. If a Liquidating Distribution is made both in cash and in kind, such Liquidating Distribution shall be made so that, to the fullest extent practicable, the percentage of cash and any other assets distributed with respect to each type of Unit is identical.

(e) Distributions upon liquidation of the Company (or any Member's interest in the Company) and related adjustments shall be made by the end of the Taxable Year of the liquidation (or, if later, within ninety (90) days after the date of such liquidation) or as otherwise permitted by Treasury Regulation Section 1.704-1(b)(2)(ii)(b), including requirements (2) and (3) thereof.

(f) Upon completion of the distribution of the assets of the Company as provided in Section 11.2(b) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate in the State of Delaware and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Delaware and shall take such other actions as may be necessary to terminate the Company.

(g) Each Member hereby waives any rights to partition of the assets of the Company.

ARTICLE 12

GENERAL/MISCELLANEOUS PROVISIONS

12.1 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person who receives it. All notices, requests and consents to be sent to a Member must be sent to or made at the address (or facsimile number) given for that Member on the Member Schedule or

such other address (or facsimile number) as that Member may specify by notice to the Secretary of the Company. Any notice, request or consent to the Company must be given to the Secretary of the Company at the Company's chief executive offices. Whenever any notice is required to be given by law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

12.2 Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

12.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written. This Agreement amends and restates the Original Agreement in its entirety.

12.4 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder or with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person hereunder or with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default hereunder or with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

12.5 Amendment or Modification. This Agreement and the Certificate may be amended or modified from time to time, only by the prior approval of a Majority in Voting Interest.

12.6 Binding Effect. Subject to the restrictions on Transfers set forth in this Agreement, this Agreement is binding on and shall inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

12.7 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement.

12.8 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein (a) are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid or (b) would cause any Member to be bound by the obligations of the Company under the laws of any state or locale as the same may now or hereafter exist, such provision or provisions shall be deemed void and of no effect.

12.9 Headings. All section headings or captions contained in this Agreement are for convenience only and shall not be deemed part of the text of this Agreement.

12.10 Parties in Interest. Nothing herein shall be construed to be to the benefit of or enforceable by any third party including, but not limited to, any creditor of the Company.

12.11 Further Assurances. The Members will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

12.12 Specific Performance; Remedies. The Company and the Members shall be entitled to enforce their rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement (including costs of enforcement) and to exercise any and all other rights existing in their favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that the Company or any Member may in its or his sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation or threatened violation of the provisions of this Agreement. No remedy conferred upon or reserved to the Company or any Member by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Company or any Member hereunder or now or hereafter existing at law or in equity or by statute.

* * * *

IN WITNESS WHEREOF, this Amended and Restated Limited Liability Company Agreement of Mattress Holdings International, LLC has been duly executed on the day and year first above written.

SEALY, INC.

By: /s/ Kenneth L. Walker
Name: Kenneth L. Walker
Title:

Schedule A

Members Schedule for

Mattress Holdings International, LLC
(as of November 5, 2002)

Name of Member	Number of Common Units
Sealy, Inc.	100
Total	100

Addresses of Members

Sealy, Inc.
One Office Parkway
Trinity, North Carolina 27370
Attention: Chief Executive Officer

Exhibit A

FORM OF JOINDER TO
LIMITED LIABILITY COMPANY AGREEMENT

THIS JOINDER to the Amended and Restated Limited Liability Company Agreement of Mattress Holdings International, LLC, a Delaware limited liability company (the "Company"), dated as of November 5, 2002, as amended or restated from time to time, by and among and the Members of the Company (the "Agreement"), is made and entered into as of by and between the Company and ("Holder"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired Common Units from and the Agreement and the Company require Holder, as a holder of such Common Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. Agreement to be Bound. Holder hereby agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof.

2. Member Schedule. For purposes of the Member Schedule, the address of the Holder is as follows:

[Name]
[Address]

3. Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

4. Descriptive Headings. The descriptive headings of this Joinder are inserted for convenience only and do not constitute a part of this Joinder.

* * * *

IN WITNESS WHEREOF, the parties hereto have executed this Joinder to the Limited Liability Company Agreement of Mattress Holdings International, LLC as of the date set forth in the introductory paragraph hereof.

MATTRESS HOLDINGS
INTERNATIONAL, LLC

By: _____
Name:
Title:

[HOLDER]

By: _____
Name:
Title:

EXHIBIT 3.38

CERTIFICATE OF INCORPORATION

OF

SEALY COMPONENTS-PADS, INC

*** * * ***

1. The name of the corporation is Sealy Components-Pads, Inc.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1000) and the par value of each of such shares is One Cent ($0.01), amounting in the aggregate to Ten Dollars ($10.00).

The affirmative vote of the holders of shares of any class of Common Stock, voting as a separate class (which vote shall be in addition to any vote or other action required by the law of the State of Delaware), shall be requited to effect any amendment, repeal or modification of any provision of this Certificate of Incorporation that adversely effects the powers, preferences or special rights of the holders of such class of Common Stock.

5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
A.S. Gardner	Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware
T.D. Fry	Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware
M.A. Humphrey	Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware

6. The corporation is to have perpetual existence.

7. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The number of directors shall be fixed by, or in the manner provided in, the By-laws. Election of directors need not be by written ballot unless the By-laws so provide.

In the event of any vacancy resulting from the death, resignation, retirement, disqualification or removal of any director, or resulting from an increase in the number of directors to be elected by the holders of Common Stock or otherwise, such vacancy may be filled by a vote of a majority of the Directors then in office, although less than a quorum, or by a sole remaining director.

Directors may be removed, without cause, only by a vote of the holders of a majority of the shares of Common Stock then outstanding and entitled to vote.

8. No director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived any improper personal benefit.

If the General Corporation Law of the State of Delaware is amended subsequent to the date of the filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware in any manner which further eliminates or limits the personal liability of directors, then, without further action by the Board of Directors or the stockholders of the Corporation, the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

Any repeal or modification of this Article by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

9. The Board of Directors shall have the right to make, alter, or repeal By-laws for the Corporation subject to the power of the stockholders to alter or repeal the By-laws made or altered by the Board of Directors.

10. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 5th day of May 1995.

/s/ A.S. Gardner
A.S. Gardner

/s/ T.D. Fry
T.D. Fry

/s/ M.A. Humphrey
M.A. Humphrey

EXHIBIT 3.39

BY-LAWS
OF
SEALY COMPONENTS—PADS, INC.

ARTICLE I

OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the name of the corporation's registered agent is The Corporation Trust Company.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Tuesday in April of each year or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the stockholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of stockholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of stockholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the stock entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the stockholders of the corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of such action shall be given to all stockholders who did not consent thereto in writing.

ARTICLE III

DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the stockholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Delaware or stockholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the Board of Directors. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the stockholders or a majority of the directors then in office, although less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of stockholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the General Corporation Law of the State of Delaware as amended from time to time (the “Delaware Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date or place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Delaware Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action Without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate one or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Delaware law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting-Committees. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV

OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1. hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and stockholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officers or agent of the corporation. The Chairman may sign, pursuant to Section 6.1. hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The Chairman in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1. hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4. hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1. hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1. hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2. of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1. hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the stockholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each stockholder, director and committee member that shall from time to time be furnished to the Secretary by such stockholder, director or member; (f) sign, pursuant to Section 6.1. hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the president or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1. hereof certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V

CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

STOCK RECORDS AND TRANSFERS

SECTION 6.1. Stock Certificates. Every stockholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the Chairman, (if a Chairman shall have been elected), the president or any elected Vice President, and by the Treasurer of the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such stockholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share of shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Delaware.

SECTION 6.3. Lost Certificates. Any person claiming a stock certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Stock. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any stockholder may enter into an agreement with other stockholders or with the corporation providing for reasonable limitation or restriction on the right of such stockholder to transfer shares of capital stock of the corporation held by such stockholder, including, without limiting the generality of the foregoing, agreements granting to such other stockholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII

GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance, shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident of the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendment to By-Laws. These by-laws may be altered or repealed by the stockholders or the Board of Directors.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. In addition to the indemnification provided in the articles of incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee

or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2., the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1. shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Delaware Statute requires, the payment of such expenses incurred by a director of officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2. or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1. is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has. not met the standards of conduct which make it permissible under the Delaware Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Statute.

EXHIBIT 3.40

ARTICLES OF INCORPORATION
OF
SEALY OF MARYLAND AND VIRGINIA, INC.

FIRST: I, M. Peter Moser, whose post office address is 1300 Mercantile Bank & Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201, being at least eighteen (18) years of age, hereby form a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (hereinafter called the "Corporation") is

SEALY OF MARYLAND AND VIRGINIA, INC.

THIRD: The purposes for which the Corporation is formed are:

(a) To engage in the business of manufacturing, selling, leasing and distributing mattresses, furniture cushions and other bedding products and furniture and related products.

(b) To carry on any of its business and activity in the State of Maryland, in any state, territory, district or dependency of the United States, or in any foreign country.

(c) To do anything permitted in Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

FOURTH: The post office address of the principal office of the Corporation in this State is Baltimore Beltway at Exit 10, Baltimore, Maryland 21227. The name and post office address of the resident agent of the Corporation in this State is M. Peter Moser, 1300 Mercantile Bank & Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201. Said agent is an individual actually residing in this State.

FIFTH: The total authorized capital stock of this Corporation is 1,200,100 shares, consisting of 1,000,000 shares of Preferred Stock of the par value of $10.00 each, 100 shares of Class A Common Stock of the par value of $1.00 each, and 200,000 shares of Class B Common Stock of the par value of $1.00 each. The aggregate par value of all shares of all classes of stock is $10,200,100. The description of each class of stock, with the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and qualifications of each class of stock are as follows:

PREFERRED STOCK

(a) DIVIDENDS: The holders of Preferred Stock shall be entitled to receive from the surplus or net profits of the Corporation, when and as declared by its Board of Directors, dividends at the rate of $1.20 per share per annum, payable annually on the 15th day of January of each year. Such dividends shall be non-cumulative, but shall be payable for the current fiscal year of the Corporation before any dividends shall be paid or set apart for the Common Stock for such current fiscal year. The Preferred Stock shall not be entitled to participate in or receive any dividends or share of profits, whether payable in cash, stock or property, in excess of the aforesaid non-cumulative dividends.

(b) PREFERENCES UPON LIQUIDATION: In the event of liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the issued and outstanding Preferred Stock shall be entitled to receive out of the assets before any distribution to the holders of any other issued stock a sum equal to $10.00 for each share plus all declared but unpaid non-cumulative dividends thereon.

A consolidation or merger of the Corporation with any other corporation or corporations shall not be deemed to be a liquidation, dissolution or winding up within the meaning of the foregoing clause.

(c) VOTING RIGHTS: Except as otherwise provided by law, the holders of the Preferred Stock shall not be entitled to vote under any circumstances or in connection with any action taken by the Corporation.

(d) REDEMPTION: At the option of the Board of Directors, the whole or any part of the Preferred Stock outstanding at any time may be redeemed on any of the respective dates fixed for the payment of dividends thereon, at a price equal to $11.00 per share, together with all declared, but unpaid dividends accrued thereon to the date of redemption, upon not less than thirty (30) days previous notice given by mail to the holders of record of the Preferred Stock. In the event that less than all of the outstanding Preferred Stock is to be redeemed, the redemption may be effected by lot or pro rata, in such manner as may be prescribed by resolution of the Board of Directors. After any of the outstanding Preferred Stock shall have been called for redemption and the holders thereof duly notified and the funds necessary to effect such redemption shall have been set aside by the Board of Directors, the holders thereof shall have no further rights as stockholders of the Corporation but shall be entitled only upon presentation of the certificates properly endorsed to receive the redemption value thereof, as above set forth. Notice of redemption shall be deemed to have been given when addressed to such Preferred Stockholders at their addresses recorded on the books of the Corporation and deposited in the United States mail.

COMMON STOCK

The Class A Common Stock and the Class B Common Stock shall be identical in all respects, except as follows:

(a) VOTING RIGHTS: The holders of the Class B Common Stock shall have no voting rights, powers or privileges for any purposes, except as otherwise required by law, and the holders of the Class A Common Stock, to the exclusion of the holders of the Class B Common Stock and Preferred Stock, shall have all voting rights, powers and privileges as stockholders of the Corporation.

(b) STOCK DIVIDENDS: Stock dividends may not be payable in shares of Class A Common Stock; stock dividends payable in shares of Class B Common Stock may be paid only to holders of Class B Common Stock.

(c) PARTICIPATION IN DIVIDENDS, ETC.: As long as any of the Class B Common Stock shall be issued and outstanding, no dividends shall be payable with respect to the Class A Common Stock. In the event that dividends are declared at a time when there is no Class B Common Stock issued and outstanding, such dividends may be paid to the holders of the Class A Common Stock, pro rata according to their stockholdings, after the holders of the Preferred Stock have been paid the non-cumulative preferred dividends, described hereinabove. In the event of the dissolution, liquidation or winding up of the Corporation at a time when any Class B Common Stock is issued and outstanding, after the distribution of assets to the holders of the Preferred Stock as provided hereinabove, the holders of the Class A Common Stock and the Class B Common Stock shall share equally in the distribution of assets, to the extent of $1.00 per share, and the holders of the Class A Common Stock shall be entitled to receive no further distributions, all such further distribution being payable to the holders of the Class B Common Stock, pro rata according to their stockholdings. In the event of the dissolution, liquidation or winding up of the Corporation at a time when no Class B Common Stock is issued and outstanding, after the distribution of assets to the holders of the Preferred Stock as provided hereinabove, the holders of the Class A Common Stock shall share in all distributions pro rata according to their stockholdings.

SIXTH: Concerning proposed actions requiring the approval of one or more, or all, classes of stock, on all such matters with respect to which the vote of more than a majority of all votes entitled to be cast is otherwise required under the Corporations and Associations Article of the Annotated Code of Maryland (including, without limitation, the approval of a proposed consolidation, merger, share exchange, transfer of assets, amendment to the articles of incorporation, or dissolution), the vote of a majority of all votes of any class of stock entitled to be cast on the matter shall be necessary and sufficient to approve such action.

SEVENTH: The number of directors of the Corporation shall be 3, which number may be increased or decreased pursuant to the By-Laws of the Corporation, and so long as there are less than 3 stockholders, the number of directors may be less than 3 but not less than the number of stockholders. The names of the directors, who shall act until the first annual meeting or until their successors are duly chosen and qualified are: Marc Rudick, Wayne Rudick and Bernard Reiss.

EIGHTH: No Stockholders of the Corporation shall have any preferential or pre-emptive right to acquire additional shares of stock of the Corporation except to the extent that, and on such terms as, the Board of Directors from time to time may determine.

NINTH: The Corporation shall have the power to indemnify, by express provision in its By-Laws, by Agreement or by majority vote of either its stockholders or disinterested directors, any one or more of the following classes of individuals: (1) present or former directors and/or officers of the Corporation, (2) present or former agents and/or employees of the Corporation, (3) present or former administrators, trustees or other fiduciaries under pension, profit sharing, deferred compensation, or any other employee benefit plan maintained by the Corporation and (4) persons serving or who have served at the request of the Corporation in any of the aforementioned capacities for any other corporation, partnership, joint venture, trust, or other enterprises. Provided, however, that the Corporation shall not have the power to indemnify any person if such indemnification would be contrary to Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, or any statute, rule or regulation of similar import.

IN WITNESS WHEREOF, I do hereby acknowledge these Articles of Incorporation to be my act this 23rd day of September, 1980.

/s/ M. Peter Moser (SEAL)
M. Peter Moser

EXHIBIT 3.41

April 1, 1988

BY-LAWS
OF
SEALY OF MARYLAND AND VIRGINIA, INC.

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Maryland shall be located at 32 South Street, in the City of Baltimore, and the name of the corporation's registered agent is C T Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Maryland as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the stockholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice by an officer of the corporation stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the shares of stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of stockholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the stockholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the stockholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the stockholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Maryland or stockholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of stockholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the General Corporation Law of the State of Maryland as amended from time to time (the “Maryland Statute”) written or actual oral notice of the time, date and place of each special meeting; addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered In person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Maryland Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate two or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Maryland law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of two or more directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting—Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the, Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and stockholders and shall have authority to designate the duties and powers of other officers, and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected) shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the stockholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each stockholder, director and committee member that shall from time to time be furnished to the Secretary by such stockholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have be elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every stockholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such stockholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books, The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Maryland.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any stockholder may enter into an agreement with other stockholders or with the corporation providing for reasonable limitation or restriction on the right of such stockholder to transfer shares of capital stock of the corporation held by such stockholder, including, without limiting the generality of the foregoing, agreements granting to such other stockholders or to the corporation the right to purchase for a given period of time any of such shares of stock. Any such limitation or restriction on the transfer of shares of stock of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares of stock upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the stockholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Pursuant to Article 9 of the articles of incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Maryland Statute, as the same exists or may hereafter be

amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Maryland Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Maryland Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Maryland Statute; nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Maryland Statute.

Exhibit 3.42

ARTICLES OF ORGANIZATION
(Under G.L. Ch. 158B)
Incorporators

NAME	POST OFFICE ADDRESS
Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.	
Sandra S. McQuay	

The above-named incorporator does hereby associate (with the intention of forming a corporation under the provisions of General Laws, Chapter 156B) and hereby states:

1. The name by which the corporation shall be known is:

   Sealy of the Northeast, Inc.

2. The purposes for which the corporation is formed are as follows:

   To manufacture, assemble, prepare and construct mattresses, furniture, and home furnishings, with every name, nature and description, and any and all items of goods and merchandise incidental or collateral thereto, and to sell, whether at wholesale or retail, and distribute the same, whether for its own account or for that of others.

   To acquire, hold, manage, improve, lease, buy and sell real estate, wherever situated, or any right or interest therein, and to acquire, hold, use, dispose or avail of, or invest in all kinds of personal property, whether tangible or intangible, of whatever kind and wheresoever situated, or any right or interest therein, including the stock of other corporations, and including as a going business or otherwise all or any part of the assets of any corporation, joint-stock company, trust, association, firm or individual, and in such cases to assume all or any part of its, their or his liabilities.

NOTE: If provisions for which the space provided under Articles 2, 4, 5 and 6 is not sufficient additions should be set out on continuation sheets to be numbered 2A, 2B, etc. Indicate under each Article where the provision is set out. Continuation sheets shall be on 8 1/2" x 11" paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

To act for others as agent, broker, factor, manager or in any other lawful manner; and to join with others in any enterprise conducive to the success of the corporation on such terms and conditions as may be agreed upon.

To borrow money and otherwise contract indebtedness, to issue bonds, notes and other evidences of indebtedness therefor, to assume or guarantee the payment of any dividends upon any stock, shares or other interests, whether to facilitate the disposal thereof or because of an interest in the proceeds thereof, or for any other lawful reason or consideration whatsoever, and to secure the same by mortgage or through lien upon all or any part of its assets.

To conduct its business, and keep one or more officers and to acquire, or mortgage, lease and convey real and personal property unlimitedly and without restriction in any of the states or territories of the United States, or in any foreign place or country so far as is permitted by the laws thereof.

To do any or all of the things in this certificate set forth as objects, purposes, powers or otherwise to the same extent and as fully as natural persons might or could do and in any part of the world as principal agent or otherwise.

To carry on in connection with the purposes any other business advantageous to the business of the corporation, and in general to do every act and thing, and carry on every other business whatsoever, convenient or proper for the accomplishment of the purposes or for the carrying on of the business of the corporation, and to exercise all the powers now conferred, and in the future to be conferred, by the laws of the Commonwealth of Massachusetts upon business corporations.

3. The total number of shares and the , if any, of each class of stock which the corporation is authorized is as follows:

CLASS OF STOCK	WITHOUT PAR VALUE NUMBER OF SHARES	WITH PAR VALUE NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred	None	None		$ None
Common	None	250,000	$ 1.00	$250,000

*4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

Not applicable

*5. The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

Not applicable

*6. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

Meetings of stockholders may be held anywhere within the United States as fixed in or determined in the manner provided in the By-Laws.

7. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected.

8. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date (not more than 30 days after date of filing).

9. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

One Posturepedic Drive, Randolph, Massachusetts

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Ernest M. Wuliger		Ohio-Sealy Mattress Mf'g Co. Central Nat'l Bank Bldg. Cleveland, Ohio 44114
Treasurer:	Frank J. Cerralvo, Jr.		Ohio-Sealy Mattress Mf'g Co. Central Nat'l Bank Bldg. Cleveland, Ohio 44114
Clerk:	Forrest B. Weinberg		Hahn, Loeser, Freedheim, Dean & Wellman 800 Nat'l City E. 6th Building Cleveland, Ohio 44114
Directors:	Ernest M. Wuliger		Ohio-Sealy Mattress Mf'g Co. Central Nat'l Bank Bldg. Cleveland, Ohio 44114
	Alfred W. Harmon		The Sealy Space Southern Hotel Columbus, Ohio 43215
	N. Herschel Koblenz		Hahn, Loeser, Freedheim, Dean & Wellman 800 Nat'l City E. 6th Building Cleveland, Ohio 44114

c. The date initially adopted on which the corporation's fiscal year ends is:

November 30

d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:

Third Wednesday in March

e. The name and business address of the resident agent, if any, of the corporation is:

CT Corporation System, 10 Post Office Square, Boston, Mass. 02109

IN WITNESS WHEREOF and under the penalties of perjury the above-named INCORPORATOR signs these Articles of Organization this 27 day of January, 1973 .

/s/ Sandra S. McQuay

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

ARTICLES OF AMENDMENT

General Laws, Chapter 158B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Ronald E. Trzcinski, Vice President, and
Frank J. Cerralvo, Clerk of

SEALY OF THE NORTHEAST, INC.

located at OnePosturepedic Drive, Randolph, Massachusetts 02368 do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on February 12, 1979 , by vote of 100 shares of common stock out of 100 shares outstanding,

(Class of Stock)

(Class of Stock)

CROSS OUT INAPPLICABLE CLAUSE	being at least a majority of each class outstanding and entitled to vote thereon: (1) ~~two thirds of each class outstanding and entitled to vote thereon and of each class or series of stock whose rights are adversely affected thereof.(2)~~

(1) For amendments adopted pursuant to Chapter 156B, Section 70.
(2) For amendments adopted pursuant to Chapter 158B, Section 71.

NOTE: Amendments for which the space provided above is not sufficient should be set out on continuation sheets to be numbered 2A, 2B, etc. Continuation sheets shall be on 8 1/2" wide x 11" high paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

(MASS. 163 8/16/76)

RESOLVED, that the Corporation's Articles of Organization be amended to change the Corporation's name to Ohio-Sealy Mattress Manufacturing Co. Inc.

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of the General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 12th day of February, 1979.

/s/ Ronald E. Trzcinski — Ronald E. Trzcinski, Vice President

/s/ Frank J. Cerralvo — Frank J. Cerralvo, Clerk

EXHIBIT 3.43

Randolph, MA
April 1, 1988

BY-LAWS
OF
OHIO-SEALY MATTRESS MANUFACTURING CO., INC.

ARTICLE I

OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the Commonwealth of Massachusetts shall be located at 10 Post Office Square, in the City of Boston, and the name of the corporation's registered agent is C T Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the stockholders for any purpose or purposes may be called and the time, date and location thereof designated by the President or the Board of Directors and shall be called by the Clerk.

SECTION 2.3. Notice of Meetings. Written notice by the Clerk or an Assistant Clerk stating the time, date and place of each annual or special meeting of stockholders and, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of stockholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the stock entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the stockholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the stockholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), and may be increased from time to time by resolution of the Board of Directors, except that whenever there shall be only two stockholders the number of directors shall be not less than two and whenever there shall be only one stockholder there shall be at least one director. Directors shall be elected annually by the stockholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the Commonwealth of Massachusetts or stockholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of stockholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Business Corporation Law of the Commonwealth of Massachusetts as amended from time to time (the “Massachusetts Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Massachusetts Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Clerk of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Clerk of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate one or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Massachusetts law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting—Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV

OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Clerk and such other officers (including Assistant Treasurers and Assistant Clerks) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Clerk. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and stockholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for stock

of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for stock of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for stock of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for stock of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Clerk. The Clerk shall: (a) keep the minutes of the meetings of the stockholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for stock prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each stockholder, director and committee member that shall from time to time be furnished to the Clerk by such stockholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for stock of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Clerk and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Clerk may delegate such details of the performance of the duties of the office of Clerk as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Clerks. The Assistant Treasurers and Assistant Clerks, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Clerk, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Clerk, as the case may be, any Assistant Treasurer or Assistant Clerk may sign, pursuant to Section 6.1 hereof certificates for stock of the corporation in place of the Treasurer or Clerk, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V

CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every stockholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Clerk (or, if so authorized, any Assistant Treasurer or Assistant Clerk) certifying the number of stock held of record by such stockholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of stock represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or stock of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Massachusetts.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Stock. Transfer of stock of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the stock evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Clerk, of the original stock ledger and stock records of the corporation) where the stock of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for stock of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any stockholder may enter into an agreement with other stockholders or with the corporation providing for reasonable limitation or restriction on the right of such stockholder to transfer stock of capital stock of the corporation held by such stockholder, including, without limiting the generality of the foregoing, agreements granting to such other stockholders or to the corporation the right to purchase for a given period of time any of such stock. Any such limitation or restriction on the transfer of stock of this corporation may be set forth on certificates representing stock of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such stock upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII

GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance, shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the stockholders of the corporation.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust

or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Massachusetts Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Massachusetts Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Massachusetts Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Massachusetts Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Massachusetts Statute.

EXHIBIT 3.44

CERTIFICATE OF INCORPORATION

OF

EMPIRE STATE BEDDING CO., INC.

pursuant to Article 2 of the Stock Corporation Law.

We, the undersigned MORTON J. YULMAN, HELEN YULMAN, and IRVING J. YULMAN, for the purpose of forming a business corporation pursuant to Article 2 of the Stock Corporation Law of the State of New York, certify:

FIRST: That the name of the corporation is Empire State Bedding Co., Inc.

SECOND: That the purposes for which the said corporation is formed are to do any and all of the hereafter set forth to the same extent as a natural person could do, viz:

(a) To manufacture, buy, sell, export, import, and distribute bed and other mattresses, bedding and sleeping products of all designs and styles and of any material.

(b) To buy and sell, at wholesale and retail, bedding and sleeping products of every sort and kind.

(c) To import and export, at wholesale and retail, materials of all sorts and kinds used in bedding and sleeping products.

(d) To manufacture, buy, sell, export, import, and distribute at wholesale and retail, raw materials, parts or products going into the construction of and used for bedding and sleeping products.

(e) To create warehouses for the storing and distribution of various products and to distribute such products from such warehouses.

(f) To buy, sell, manufacture, import, export, distribute, and generally deal at wholesale or retail, in machinery used in the manufacture of furniture, bedding and sleeping products.

(g) To manufacture, design, assemble, sell, import, export, distribute, and generally deal, at wholesale or retail, in furniture and furniture products of all sorts and kinds and for all purposes and to upholster, repair, and refinish furniture.

(h) To manufacture, buy, sell, import, export, distribute, and generally deal, at wholesale or retail, in all materials of every sort and kind used in the manufacture of furniture, furniture products and furnishings either as raw material or finished products.

(i) To acquire by purchase or lease, or otherwise, lands and interests in lands, and to own, hold, improve, develop and manage any real estate so acquired, and to erect, or cause to be erected, on any lands owned, held or occupied by the corporation buildings or other structures, with their appurtenances, and to manage, operate, lease, rebuild, enlarge, alter or improve any buildings, or other structures, now or hereafter erected on any lands so owned, held or occupied, and to mortgage, sell, lease or otherwise dispose or any lands or interests in lands, and any buildings or other structures, and any stores, shops, suites, rooms or part of any buildings or other structures, at any time owned or held by the corporation. To acquire by purchase or lease or manufacture, or otherwise, any personal property deemed necessary or proper or useful in the equipment, furnishing, improvement, development or management of any property, real or personal, at any time owned, held or occupied by the corporation and to invest, trade and deal in any personal property deemed beneficial to the corporation, and to mortgage, pledge, sell, let or otherwise dispose of any personal property at any time owned or held by the corporation.

(j) To sell, manage, improve, develop, assign, transfer, convey, lease, sublease, pledge, or otherwise alienate or dispose of and to mortgage or otherwise encumber the lands, buildings, real property, chattels, real and other property of the corporation, real and personal and wheresoever situated, and any and all legal and equitable rights therein.

(k) To borrow money, and from time to time, to make, accept, endorse, execute and issue bonds, debentures, promissory notes, bills of exchange and other obligations of the corporation for moneys borrowed or in payment for property acquired or for any of the other objects or purposes of the corporation or its business, and to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement or other instrument of trust, or by other lien upon, assignment of or agreement in regard to all or any part of the property, rights or privileges of the corporation wherever situated, whether now owned or hereafter to be acquired.

(1) To purchase or otherwise acquire, undertake, carry on, improve or develop all or any of the business, good wills, rights, assets, or liabilities of any person, firm, association or corporation carrying on any kind of business the same as or of a similar nature to that which this corporation is organized to carry on, pursuant to the provisions of this certificate.

(m) This corporation shall have the power to conduct its business in all its branches in the State of New York or any other State or States of the United States, and ultimately to hold, purchase, mortgage, lease, convey, manage, and control real and personal property therein, as above provided and generally to do all acts and things, and to exercise all the powers, now or hereafter authorized by law, necessary to carry on the business of said corporation, or to promote any of the objects for which the company is formed. The aforesaid enumeration of specific powers shall not be held to limit or restrict in any manner, the general power of the company and the enjoyment thereof as conferred by the law of the State of New York, upon a corporation organized under the provisions of the Stock Corporation Law.

THIRD: The amount of the capital stock shall be Two Hundred Thousand Dollars, ($200,000.00) to consist of two thousand shares of common stock of the par value of One Hundred Dollars, ($100.00) each.

FOURTH: The office of the corporation shall be located in the City of Schenectady, County of Schenectady, New York; and the address to which the Secretary of State shall mail a copy of process in any action or proceeding against the corporation, which may be served upon him is, care of Morris Marshall Cohn, Esq., .

FIFTH: The duration of said Corporation is to be perpetual.

SIXTH: The number of its directors shall be not less than three nor more than five, and said directors need not be stockholders.

SEVENTH: The names and post office addresses of the directors until the first annual meeting of the stockholders are:

NAMES	POST-OFFICE ADDRESSES
Morton H. Yulman	
Helen Yulman	
Irving J. Yulman	

EIGHTH: The names and post office addresses of each subscriber of the certificate of incorporation and shares of stock which he agrees to take is:

NAMES	POST-OFFICE ADDRESSES	SHARES
Morton H. Yulman		1
Helen Yulman		1
Irving J. Yulman		1

NINTH: All of the subscribers of the certificate are of full age; at least two thirds of them are citizens of the United States; and at least one of them is a resident of the State of New York. At least one of the persons named as a director is a citizen of the United States and a resident of New York State.

TENTH: The meetings of the Board of Directors are to be held only within the State of New York, unless otherwise changed by the unanimous written consent of the Board of Directors.

ELEVENTH: The directors, subject to the statutes in such cases made and provided, and subject to all by-laws of the stockholders, shall have the power to make and to alter or amend by-laws, to fix the amount to be reserved as working capital, and to authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

TWELFTH: The Secretary of State of the State of New York is hereby designated as the agent of the corporation upon whom process in any action or proceeding against it, may be served.

THIRTEENTH: At all elections of directors of this corporation each stockholder shall be entitled to as many votes as shall equal the number of his shares of stock multiplied by the number of directors to be elected, and such stockholder may cast all of such votes for a single director or may distribute them among the number to be voted for, or any two or more of them as he may see fit, the purpose of this corporation is to give to the stockholders of this corporation the right of cumulative voting provided by the Stock Corporation Law of the State of New York, and except as to such elections as provided for in the General Corporation Law, Fifty (50%) per cent of the shares issued and outstanding entitled to vote for election of directors shall constitute a quorum.

FOURTEENTH: No stock in this corporation shall be transferred to a person who is not already a stockholder in the corporation unless the stock shall have been first offered by a writing for sale and transfer to each of the other stockholders of this corporation at the same price for which and under the same terms concerning which it is to be transferred to a person not a stockholder, the writing to set forth such price and terms. The right to transfer the stock to a person not a stockholder shall not exist until all existing stockholders refuse the offer to be made to them as aforesaid or until all of such stockholders shall have failed for a period of five days after receipt of the written offer to accept the same by compliance with the terms therein set forth.

IN WITNESS WHEREOF, we have made, signed and executed this certificate the 16th day of January, in the year One Thousand Nine Hundred and Forty-eight.

/s/ Morton H. Yulman

/s/ Helen Yulman

/s/ Irving J. Yulman

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) SS:
CITY OF SCHENECTADY)

On this 16th day of January, Nineteen Hundred and Forty-eight, before me, the subscriber, personally appeared, MORTON H. YULMAN, HELEN YULMAN, and IRVING J. YULMAN, to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they duly, severally acknowledged to me that they executed the same.

Notary Public, Sch'dy., Co., #142
My Com. Expires 3/30/1949

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

EMPIRE STATE BEDDING CO., INC.

* * * * *

PURSUANT TO SECTION THIRTY-SIX
OF THE STOCK CORPORATION LAW

* * * * *

WE, THE UNDERSIGNED, MORTON H. YULMAN, President, and HELEN YULMAN, Secretary of EMPIRE STATE BEDDING CO. INC., Hereby Certify as follows:

FIRST: That the name of the Corporation is EMPIRE STATE BEDDING CO., INC.

SECOND: That the Certificate of Incorporation of the corporation was filed in the office of the Secretary of State, Albany, New York, on the 26th day of January, 1948.

THIRD: That the Certificate of Incorporation is hereby amended to effect the following change authorized in Subdivision 2 of Section 35 of the Stock Corporation Law:

(1) To increase the authorized capital stock of the corporation by providing for a new class of shares, namely Preferred Stock with par value. (2) To insert a provision relating to rights of common stockholders.

FOURTH: That Paragraph Third of the Certificate of Incorporation, relating to the authorized capital stock and the number of shares which the corporation is authorized to issue, is hereby amended to read as follows:

"THIRD: The amount of the capital stock of the corporation shall be three hundred thousand dollars ($300,000.00), consisting of One Thousand (1,000) shares of Preferred Stock of a par value of One Hundred Dollars ($100.00) per share and Two thousand (2,000) shares of common stock of a par value of One hundred dollars ($100.00) per share.

The designations and the powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, of the various classes of stock of the corporation are as follows:

The holders of Preferred stock shall be entitled to receive, when and as declared by the Board of Directors, out of the net profits and earnings of the corporation applicable to dividends, a non-cumulative dividend at the rate of five percent (5%) per share per annum, payable annually, semi-annually, quarterly or on such date or dates as the directors may determine before any dividend shall be set apart or paid on the Common stock, provided however, that whenever a dividend is paid on the Preferred stock the directors shall have the power in their discretion to declare and pay a dividend for a like period on the Common stock.

The holders of the Preferred stock shall be entitled, in case of liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, before any amount shall be paid to the holders of the Common stock, to be paid one hundred dollars ($100.00) per share and the dividends declared and unpaid thereon, but shall not participate in any further distribution of the assets of the corporation.

At the discretion of the corporation, the Preferred stock shall be subject to redemption in whole or in part, by lot or pro-rata, at one hundred dollars ($100.00) per share, plus any dividends declared and unpaid thereon upon thirty (30) days' written notice to the holders thereof.

Sole voting power in the corporation shall be vested in the holders of the Common stock and Preferred stockholders shall not have any voting rights.

The holders of the preferred stock are also, without limitation, specifically deprived of the right to vote in a proceeding for the mortgaging of the property and franchise of the corporation pursuant to Section 16 of the Stock Corporation Law, for guaranteeing the Bonds of another corporation pursuant to Section 19 of the Stock Corporation Law for the sale of the franchise and property of the corporation pursuant to Section 20 of the Stock Corporation Law for consolidation, pursuant to Section 86 of the Stock Corporation Law, for voluntary dissolution pursuant to Section 105 of the Stock Corporation Law, or for change of name pursuant to the General Corporation Law."

FIFTH: Paragraph Fourteenth of the Certificate of Incorporation is hereby amended to read as follows:

"FOURTEENTH: No common stock in this corporation shall be transferred to a person who is not already a stockholder in the corporation unless the same shall have been first offered by a writing for sale and transfer to each of the other stockholders of this corporation at the same price for which and under the same terms concerning which it is to be transferred to a person not a stockholder, the writing to set forth such price and terms. The right to transfer the common stock to a person not a stockholder shall not exist until all existing common stockholders refuse the offer to be made to them as aforesaid or until all of such stockholders shall have failed for a period of five days after receipt of the written offer to accept the same by compliance with the terms therein set forth."

IN WITNESS WHEREOF, we have signed this certificate this 13th day of December, 1957.

/s/ Morton H. Yulman

Morton H. Yulman

/s/ Helen Yulman

Helen Yulman

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

On this 13th day of December, 1957, before me personally came MORTON H. YULMAN and HELEN YULMAN, to me known and known to me to be the individuals described in and who executed the foregoing certificate, and they severally duly acknowledged to me that they executed the same.

/s/ Joseph Strum
JOSEPH STRUM
Notary Public, State of New York
No. 60-3883255 Qual. in West. Co.
Term Expires March 30, 1959

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

MORTON H. YULMAN and HELEN YULMAN, being severally duly sworn on oath, depose and say, each for himself, that he, the said MORTON H. YULMAN, is the President, and that she, the said HELEN YULMAN, is the Secretary of EMPIRE STATE BEDDING CO., INC., and that they have been authorized to execute and file the foregoing certificate by the votes, cast in person or by proxy, of the holders of record of all of the outstanding shares entitled to vote at the stockholders' meeting at which such votes were cast, with relation to the proceedings provided for in the certificate and that such votes were cast at a stockholders' meeting held upon notice pursuant to Section 45 of the Stock Corporation Law; and that such meeting was held on the 13th day of November, 1957.

/s/ Morton H. Yulman
Morton H. Yulman

/s/ Helen Yulman
Helen Yulman

Subscribed and sworn to before me

this 13th day of December, 1957.

/s/ Grace D. Dickinson
GRACE D. DICKINSON
Notary Public in the State of New York
Residing in Schenectady County
Commission Expires March 30, 1958

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

MORTON H. YULMAN being duly sworn, deposes and says that he is the President of EMPIRE STATE BEDDING COMPANY, and that:

a) the number of additional shares not resulting from a change of shares which the Corporation is hereby authorized to issue by the foregoing certificate is 1,000 shares, and the number of such additional shares with par value is 1,000 shares, and the par value thereof is $100.00 per share.

/s/ Morton H. Yulman
Morton H. Yulman

Subscribed and sworn to before me

this 13th day of December, 1957.

/s/ Grace D. Dickinson
GRACE D. DICKINSON
Notary Public in the State of New York
Residing in Schenectady County
Commission Expires March 30, 1958

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

EMPIRE STATE BEDDING CO., INC.

* * * * *

PURSUANT TO SECTION THIRTY-SIX
OF THE STOCK CORPORATION LAW

* * * * *

WE, THE UNDERSIGNED, MORTON H. YULMAN, President, and HELEN YULMAN, Secretary of EMPIRE STATE BEDDING CO. INC., hereby certify as follows:

FIRST: That the name of the Corporation is EMPIRE STATE BEDDING CO., INC.

SECOND: That the Certificate of Incorporation of the corporation was filed in the office of the Secretary of State, Albany, New York, on the 26th day of January, 1948, and was amended by Certificate of Amendment dated December 23, 1957.

THIRD: That the Certificate of Incorporation is hereby amended to effect the following change authorized in Subdivision 2 of Section 35 of the Stock Corporation Law:

To increase the authorized capital stock of the Corporation by increasing the authorized common stock from two thousand (2,000) shares of the par value of $100.00 per share to Seventy-Five Hundred (7,500) shares of the par value of $100.00 a share, thereby increasing the total authorized capital stock from three thousand (3,000) shares to Eighty-Five Hundred (8,500) shares.

FOURTH: That Article Number Third of the Certificate of Incorporation, relating to the authorized capital stock of the corporation and the designation and the powers, preferences and relative participating, optional or other special rights and qualifications or restrictions of the various classes of stock of the corporation, is hereby amended to read as follows:

"THIRD: The amount of the capital stock of the corporation shall be Eight Hundred and Fifty Thousand Dollars ($850,000.00), consisting of one thousand (1,000) shares of preferred stock of a par value of One Hundred ($100.00) Dollars per share and seventy-five hundred (7,500) shares of Common stock of a par value of One Hundred ($100.00) Dollars, per share.

The designations and the powers, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, of the various classes of stock of the corporation are as follows:

The holders of Preferred stock shall be entitled to receive, when and as declared by the Board of Directors, out of the net profits and earnings of the corporation applicable to dividends, a non-cumulative dividend at the rate of five percent (5%) per share per annum, payable annually, semi-annually, quarterly or on such date or dates as the directors may determine before any dividend shall be set apart or paid on the Common stock, provided however, that whenever a dividend is paid on the Preferred stock the directors shall have the power in their discretion to declare and pay a dividend for a like period on the Common stock.

The holders of the Preferred stock shall be entitled, in case of liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, before any amount shall be paid to the holders of the Common stock, to be paid one hundred dollars ($100.00) per share and the dividends declared and unpaid thereon, but shall not participate in any further distribution of the assets of the corporation.

At the discretion of the corporation, the Preferred stock shall be subject to redemption in whole or in part, by lot or pro-rata, at one hundred dollars ($100.00) per share, plus any dividends declared and unpaid thereon upon thirty (30) days' written notice to the holders thereof.

Sole voting power in the corporation shall be vested in the holders of the Common stock and Preferred stockholders shall not have any voting rights.

The holders of the preferred stock are also, without limitation, specifically deprived of the right to vote in a proceeding for the mortgaging of the property and franchise of the corporation pursuant to Section 16 of the Stock Corporation Law, for guaranteeing the Bonds of another corporation pursuant to Section 19 of the Stock Corporation Law for the sale of the franchise and property of the corporation pursuant to Section 20 of the Stock Corporation Law for consolidation, pursuant to Section 86 of the Stock Corporation Law, for voluntary dissolution pursuant to Section 105 of the Stock Corporation Law, or for change of name pursuant to the General Corporation Law."

IN WITNESS WHEREOF, we have signed this certificate this 22nd day of April, 1960.

/s/ Morton H. Yulman

Morton H. Yulman

/s/ Helen Yulman

Helen Yulman

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

On this 22nd day of April, 1960, before me personally came MORTON H. YULMAN and HELEN YULMAN, to me known and known to me to be the individuals described in and who executed the foregoing certificate, and they severally duly acknowledged to me that they executed the same.

/s/ Joseph Strum
Notary Public

JOSEPH STRUM
Notary Public, State of New York
No. 60-3883255 Qual. in West. Co.
Term Expires March 30, 1961

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

MORTON H. YULMAN and HELEN YULMAN, being severally duly sworn on oath, depose and say, each for himself, that he, the said MORTON H. YULMAN, is the President, and that she, the said HELEN YULMAN, is the Secretary of EMPIRE STATE BEDDING CO., INC., and that they have been authorized to execute and file the foregoing certificate by the votes, cast in person or by proxy, of the holders of record of all of the outstanding shares entitled to vote at the stockholders' meeting at which such votes were cast, with relation to the proceedings provided for in the certificate and that such votes were cast at a stockholders' meeting held upon notice pursuant to Section 45 of the Stock Corporation Law; and that such meeting was held on the 7th day of April, 1960.

/s/ Morton H. Yulman
Morton H. Yulman

/s/ Helen Yulman
Helen Yulman

Subscribed and sworn to before me

this 22nd day of April, 1960.

/s/ Joseph Strum
JOSEPH STRUM
Notary Public, State of New York
No. 60-3883255 Qual. in West. Co.
Term Expires March 30, 1961

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

MORTON H. YULMAN being duly sworn, deposes and says that he is the President of EMPIRE STATE BEDDING CO., INC., and that the number of additional shares not resulting from a change of shares which the Corporation is hereby authorized to issue by the foregoing certificate is 5,500 shares, and the number of such additional shares with par value is 5,500 shares, and the par value thereof is $100.00 per share.

/s/ Morton H. Yulman
Morton H. Yulman

Subscribed and sworn to before me

this 22nd day of April, 1960.

/s/ Joseph Strum
Notary Public

JOSEPH STRUM
Notary Public, State of New York
No. 60-3883255 Qual. in West. Co.
Term Expires March 30, 1961

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

EMPIRE STATE BEDDING CO., INC.

* * * * *

PURSUANT TO SECTION THIRTY-SIX
OF THE STOCK CORPORATION LAW

* * * * *

We, the undersigned, MORTON H. YULMAN, President, and HELEN YULMAN, Secretary of EMPIRE STATE BEDDING CO. INC., hereby certify as follows:

FIRST: That the name of the Corporation is EMPIRE STATE BEDDING CO., INC.

SECOND: That the Certificate of Incorporation of the corporation was filed in the office of the Secretary of State, Albany, New York, on the 26th day of January, 1948, and was amended by Certificate of Amendment dated December 23, 1957 and by Certificate of Amendment dated April 22, 1960.

THIRD: That the Certificate of Incorporation is hereby amended to effect the following change authorized in Subdivision 2 of Section 35 of the Stock Corporation Law:

To change the authorized common stock into two classes of common stock, to wit: 1,000 shares of Class A Common Stock having voting rights, and 6,500 shares of Class B Common Stock without voting rights, both classes of common stock having a par value of One Hundred ($100.00) Dollars each.

FOURTH: That Paragraph Number Third of the Certificate of Incorporation, relating to the authorized capital stock and the designation and the powers, preferences and relative participation optional or other special rights and qualifications or restrictions of the various classes of stock of the corporation, is hereby amended to read as follows:

"THIRD: The amount of the capital stock of the corporation shall be Eight Hundred and Fifty Thousand Dollars ($850,000.00), consisting of One Thousand (1,000) shares of Preferred Stock of a par value of One Hundred ($100.00) Dollars per share, one thousand (1,000) shares of Class A Common Stock of the par value of One Hundred ($100.00) Dollars per share, having voting rights, and sixty-five hundred (6,500) shares of Class B Common Stock of a par value of One Hundred ($100.00) Dollars, per share, without voting rights.

The designations and the powers, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, of the various classes of stock of the corporation are as follows:

The holders of Preferred stock shall be entitled to receive, when and as declared by the Board of Directors, out of the net profits and earnings of the corporation applicable to dividends, a non-cumulative dividend at the rate of five percent (5%) per share per annum, payable annually, semi-annually, quarterly or on such date or dates as the directors may determine before any dividend shall be set apart or paid on the Class and Class B Common stock, provided however, that when a dividend is paid on the Preferred stock the directors shall have the power in their discretion to declare and pay a dividend for a like period on the Common stock on an equal basis.

The holders of the Preferred stock shall be entitled, in case of liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, before any amount shall be paid to the holders of the Class A and Class B Common stock, to be paid one hundred dollars ($100.00) per share and the dividends declared and unpaid thereon, but shall not participate in any further distribution of the assets of the corporation.

At the discretion of the corporation, the preferred stock shall be subject to redemption in whole or in part, by lot or pro-rata, at one hundred dollars ($100.00) per share, plus any dividends declared and unpaid thereon upon thirty (30) days' written notice to the holders thereof.

Sole voting power in the corporation shall be vested in the holders of the Class A Common stock and preferred stockholders shall not have any voting rights.

The holders of the Preferred stock and Class B Common stock are also, without limitation, specifically deprived of the right to vote in a proceeding for the mortgaging of the property and franchise of the corporation pursuant to Section 16 of the Stock Corporation Law, for guaranteeing the Bonds of another corporation pursuant to Section 19 of the Stock Corporation Law, for the sale of the franchise and property of the corporation pursuant to Section 20 of the Stock Corporation Law, for consolidation, pursuant to Section 86 of the Stock Corporation Law, for voluntary dissolution pursuant to Section 105 of the Stock Corporation Law, or for change of name pursuant to the General Corporation Law."

FIFTH: The presently authorized common stock consisting of seventy-five hundred (7,500) shares of common stock of the par value of One Hundred ($100.00) Dollars per share, of which five thousand (5,000) shares are presently outstanding, are hereby changed into one thousand (1,000) shares of Class A Common stock of the par value of One Hundred ($100.00) Dollars per share having voting rights, and Sixty-Five Hundred (6,500) shares of Class B common stock of the par value of One Hundred ($100.00) Dollars per share, without voting rights.

The Five thousand (5,000) shares of issued and outstanding common stock of the par value of One Hundred ($100.00) Dollars per share are hereby changed into One thousand (1,000) shares of Class A Common stock having voting rights, and Four thousand (4,000) shares of Class B Common Stock without voting rights, both classes having par value of One Hundred ($100.00) Dollars per share, and the remaining authorized Twenty-Five Hundred (2,500) shares of common stock of the par value of One Hundred ($100.00) Dollars per share are hereby changed into Twenty-Five Hundred (2,500) shares of Class B Common stock of the par value of One Hundred ($100.00) Dollars per share, without voting rights.

IN WITNESS WHEREOF, we have signed this certificate this 13th day of December, 1960.

/s/ Morton H. Yulman

Morton H. Yulman

/s/ Helen Yulman

Helen Yulman

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

On this 13th day of December, 1960, before me personally came MORTON H. YULMAN and HELEN YULMAN, to me known and known to me to be the individuals described in and who executed the foregoing certificate, and they severally duly acknowledged to me that they executed the same.

/s/ Arnold I. Laven
Notary Public

ARNOLD I. LAVEN
Notary Public, State of New York
Residing in Albany County
Commission Expires March 30, 1961

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

MORTON H. YULMAN and HELEN YULMAN, being severally duly sworn on oath, depose and say, each for himself, that he, the said MORTON H. YULMAN, is the President, and that she, the said HELEN YULMAN, is the Secretary of EMPIRE STATE BEDDING CO., INC., and that they have been authorized to execute and file the foregoing certificate by the votes, cast in person or by proxy, of the holders of record of all of the outstanding shares entitled to vote at the stockholders' meeting at which such votes were cast, with relation to the proceedings provided for in the certificate and that such votes were cast at a stockholders' meeting held upon notice pursuant to Section 45 of the Stock Corporation Law; and that such meeting was held on the 22nd day of November, 1960.

/s/ Morton H. Yulman
Morton H. Yulman

/s/ Helen Yulman
Helen Yulman

Subscribed and sworn to before me

this 13th day of December, 1960.

/s/ Arnold I. Laven
ARNOLD I. LAVEN
Notary Public, State of New York
Residing in Albany County
Commission Expires March 30, 1961

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

MORTON H. YULMAN, being duly sworn, deposes and says that he is the President of EMPIRE STATE BEDDING CO., INC., and that the number of shares changed is Seventy-Five Hundred (7,500) shares of the Common stock of the par value of One Hundred ($100.00) Dollars per share, and the number of shares resulting from such change is seventy-Five Hundred (7,500) shares of Common stock of the par value of One Hundred ($100.00) Dollars per share, of which one thousand (1,000) shares are to be designated Class A Common Stock of the par value of One Hundred ($100.00) Dollars per share, having voting rights, and Sixty-Five Hundred (6,500) shares to be designated Class B Common stock of the par value of One Hundred ($100.00) Dollars per share, without voting rights.

/s/ Morton H. Yulman
Morton H. Yulman

Subscribed and sworn to before me

this 13th day of December, 1960.

/s/ Arnold I. Laven
ARNOLD I. LAVEN
Notary Public, State of New York
Residing in Albany County
Commission Expires March 30, 1961

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

EMPIRE STATE BEDDING CO., INC.

* * * * *

Under Section 805 of the
Business Corporation Law

* * * * *

Pursuant to the provisions of Section 805 of the Business Corporation Law, the undersigned, MORTON H. YULMAN, President, and HELEN YULMAN, Secretary of EMPIRE STATE BEDDING CO., INC., hereby certify:

FIRST: That the name of the Corporation is EMPIRE STATE BEDDING CO., INC.

SECOND: That the Certificate of Incorporation of the corporation was filed by the Department of State, Albany, New York, on the 26th day of January, 1948.

THIRD: That the amendment to the Certificate of Incorporation effected by this Certificate is as follows:

Article THIRD of the Certificate of Incorporation of the corporation, dealing with authorized shares, is hereby amended to increase the aggregate number of shares which the Corporation shall have the authority to issue from 8,500 shares, having a par value of $100 per share, to 15,000 shares having a par value of $100 per share, in the following manner:

(a) 1,000 presently authorized Preferred shares having a par value of $100 per share, none of which is outstanding, shall be changed into 1,000 Class B Common Shares having a par value of $100 per share;

(b) An additional 4,500 Class B Common Shares having a par value of $100 per share shall be authorized;

(c) An additional 2,000 Class A Common Shares having a par value of $100 pr share shall be authorized.

To effect such amendment, said Article THIRD is hereby amended to read as follows:

"THIRD: The aggregate number of shares which the Corporation shall have authority to issue is fifteen thousand (15,000), of which three thousand (3,000) shares of a par value of $100 each shall be designated 'Class A Common Shares', and twelve thousand (12,000) shares of a par value of $100 each shall be designated 'Class B Common Shares."

The relative rights, privileges and limitations of the shares of each class shall be in all respects identical, share for share, except that the voting power for the election of directors and for all other purposes shall be vested exclusively in the holder of Class A Common shares, and except as otherwise required by law, the Class B Common Shares shall not have any voting power or be entitled to receive any notice of meetings of shareholders.

FOURTH: That the amendment of the Certificate of Incorporation was authorized by a vote of the holders of all outstanding shares entitled to vote on an amendment to the Certificate of Incorporation at a meeting of shareholders.

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under the penalties of perjury, this 25th day of April, 1968.

/s/ Morton H. Yulman

Morton H. Yulman, President

/s/ Helen Yulman

Helen Yulman, Secretary

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

MORTON H. YULMAN, being duly sworn, deposes and says that he is the President of EMPIRE STATE BEDDING CO., INC., and that the number of shares changed is Seventy-Five Hundred (7,500) shares of the Common stock of the par value of One Hundred ($100.00) Dollars per share, and the number of shares resulting from such change is Seventy-Five Hundred (7,500) shares of Common stock of the par value of One Hundred ($100.00) Dollars per share, of which One thousand (1,000) shares are to be designated Class A Common Stock of the par value of One Hundred ($100.00) Dollars per share, having voting rights, and Sixty-Five Hundred (6,500) shares to be designated Class B Common stock of the par value of One Hundred ($100.00) Dollars per share, without voting rights.

/s/ Morton H. Yulman
Morton H. Yulman

Subscribed and sworn to before me

this 13th day of December, 1960.

/s/ Arnold I. Laven
ARNOLD I. LAVEN
Notary Public, State of New York
Residing in Albany County
Commission Expires March 30, 1961

CERTIFICATE OF MERGER

OF

EMPIRE STATE BEDDING CO., INC.

AND

SEALY OF WESTERN NEW YORK, INC.

INTO

EMPIRE STATE BEDDING CO., INC.

* * * * *

Under Section 904 of the
Business Corporation Law

* * * * *

Pursuant to the provisions of Section 904 of the Business Corporation Law, the undersigned hereby certify:

FIRST: That the following Plan of Merger has been duly approved by the Board of Directors of each of the constituent corporations:

(a) The name of each of the constituent corporations is EMPIRE STATE BEDDING CO., INC. (“Empire”) and SEALY OF WESTERN NEW YORK, INC. (“Western”), and the name of the surviving corporation is EMPIRE STATE BEDDING CO., INC.

(b) The designation and number of shares outstanding, whether entitled to vote or not, and the designation and number of outstanding shares of each class entitled to vote as a class, if any, on such Plan, are as follows:

Name of Corporation	Number of Shares Outstanding	Designation of Class or Series	Entitled to Vote	Entitled to Vote as a Class
Empire	2,000	Class “A”	yes	yes
Empire	8,000	Class “B”	no	no
Western	250	Class “A”	yes	yes
Western	250	Class “B”	yes	yes

(c) The terms and conditions of the proposed merger are as follows:

1) Western shall be merged into Empire, which shall be the surviving corporation, such merger to be effective upon the filing of a Certificate of Merger by the Department of State of the State of New York.

SECOND: That the date when the Certificate of Incorporation of Empire State Bedding Co., Inc. was filed in the Office of the Department of State of New York was on the 26th day of January, 1948;

That the date when the Certificate of Incorporation of Sealy of Western New York, Inc. was filed in the Office of the Department of State of New York, was the 15th day of August, 1968.

THIRD: That the merger was authorized by the shareholders of Empire State Bedding Co., Inc. by vote of the holders of all outstanding shares entitled to vote at a meeting thereof;

That the merger was authorized by the shareholders of Sealy of Western New York, Inc. by unanimous consent of the holders of all outstanding shares entitled to vote.

IN WITNESS WHEREOF, this Certificate has been signed this 1st day of October, 1973.

/s/ Morton H. Yulman

Morton H. Yulman, President
EMPIRE STATE BEDDING CO., INC.

/s/ Helen Yulman

Helen Yulman, Secretary
EMPIRE STATE BEDDING CO., INC.

/s/ Morton H. Yulman

Morton H. Yulman, President
SEALY OF WESTERN NEW YORK, INC.

/s/ Helen Yulman

Helen Yulman, Secretary
SEALY OF WESTERN NEW YORK, INC.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

MORTON H. YULMAN, being duly sworn, deposes and says that he is the President of EMPIRE STATE BEDDING CO., INC., one of the corporations mentioned and described in the foregoing instrument; that he has read and signed the same and that the statements contained therein are true.

/s/ Morton H. Yulman
Morton H. Yulman

Sworn to before me this 1st day of

October, 1973.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

MORTON H. YULMAN, being duly sworn, deposes and says that he is the President of SEALY OF WESTERN NEW YORK, INC., one of the corporations mentioned and described in the foregoing instrument; that he has read and signed the same and that the statements contained therein are true.

/s/ Morton H. Yulman
Morton H. Yulman

Sworn to before me this 1st day of

October, 1973.

/s/ Joseph Strum
Joseph Strum

CERTIFICATE OF MERGER

OF

EMPIRE STATE BEDDING CO., INC.

AND

SEALY OF EASTERN NEW YORK, INC.

INTO

EMPIRE STATE BEDDING CO., INC.

* * * * *

Under Section 904 of the
Business Corporation Law

* * * * *

Pursuant to the provisions of Section 904 of the Business Corporation Law, the undersigned, respectively the President and Assistant Secretary of each of the constituent corporations hereby certify:

FIRST: That the name of each of the constituent corporations is EMPIRE STATE BEDDING CO., INC. (“EMPIRE”) and SEALY OF EASTERN NEW YORK, INC. (“EASTERN”), which was originally formed under the name “SEALY MATTRESS COMPANY OF SCHENECTADY, INC.”, and the name of the surviving corporation is EMPIRE STATE BEDDING CO., INC.

SECOND: That the designation and number of shares outstanding, whether entitled to vote or not, and the designation and number of outstanding shares of each class and series entitled to vote as a class, if any, are as follows:

Name of Corporation	Number of Shares Outstanding	Designation of Class or Series	Entitled to Vote	Entitled to Vote as a Class
Empire	2,000	Class “A”	Yes	Yes
Empire	8,000	Class “B”	No	No
Eastern	1,500	Common	Yes	Yes

THIRD: Effective upon the merger, Article First of the Certificate of Incorporation of the surviving corporation, relating to the name of the corporation, shall be revised to read as follows:

“FIRST: The name of the corporation shall be SEALY OF EASTERN NEW YORK, INC.”

FOURTH: The effective date of this merger shall be January 2, 1975.

FIFTH: That the date when the Certificate of Incorporation of EMPIRE STATE BEDDING CO., INC. was filed in the Office of the Department of State of New York was the 26th day of January, 1948.

That the date when the Certificate of Incorporation of SEALY OF EASTERN NEW YORK, INC. was filed in the office of the Department of State of New York was the 3rd day of January, 1950.

SIXTH: That the merger was authorized by the shareholders of EMPIRE STATE BEDDING CO., INC. by unanimous written consent of all outstanding shares entitled to vote;

That the merger was authorized by the shareholders of SEALY OF EASTERN NEW YORK, INC. by unanimous written consent of the holders of all outstanding shares entitled to vote.

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under the penalties of perjury, this 11th day of December, 1974.

EMPIRE STATE BEDDING CO., INC.

/s/ Morton H. Yulman

Morton H. Yulman, President

/s/ Arnold Laven

Arnold Laven, Assistant Secretary

SEALY OF EASTERN NEW YORK, INC.

/s/ Morton H. Yulman

Morton H. Yulman, President

/s/ Arnold Laven

Arnold Laven, Assistant Secretary

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

SEALY OF EASTERN NEW YORK, INC.

* * * * *

Under Section 805 of the
Business Corporation Law

* * * * *

Pursuant to the provisions of Section 805 of the Business Corporation Law, the undersigned, MORTON H. YULMAN, Chairman of the Board and HELEN YULMAN, Secretary of SEALY OF EASTERN NEW YORK, INC., hereby certify as follows:

FIRST: That the name of the Corporation is SEALY OF EASTERN NEW YORK, INC., which was originally incorporated under the name, EMPIRE STATE BEDDING CO., INC.

SECOND: That the Certificate of Incorporation of the Corporation was filed in the office of the Secretary of State, Albany, New York, on the 26th day of January, 1948.

THIRD: That the Certificate of Incorporation is hereby amended to change the authorized common shares as follows:

3,000 Class A common shares presently authorized having a par value of $100 each shall be changed to 30,000 Class A common shares having a par value of $10 each; 12,000 Class B common shares presently authorized having a par value of $100 each shall be changed to 120,000 Class B common shares having a par value of $10 each.

FOURTH: That the first paragraph of Article Number Third of the Certificate of Incorporation, relating to the authorized capital is hereby amended to read as follows:

> "THIRD: The number of shares which the Corporation shall have authority to issue is 150,000 shares; 30,000 Class A Common Shares of the par value of Ten ($10.00) Dollars per share, having voting rights; and 120,000 Class B common shares of a par value of Ten ($10,000) Dollars per share, without voting rights."

FIFTH: The 2,000 Class A common shares of the par value of One Hundred ($100.00) Dollars per share, which are presently issued and outstanding, are hereby changed into 2,000 Class A common shares of the par value of Ten ($10.00) Dollars per share. The remaining 1,000 Class A common shares presently authorized of the par value of One Hundred ($100.00) Dollars per share are hereby changed into 28,000 Class A common shares with a par value of Ten ($10.00) Dollars each.

The 8,387 Class B common shares of the par value of One Hundred ($100.00) Dollars per share which are presently issued and outstanding, are hereby changed into 8387 Class B common shares having a par value of Ten ($10.00) Dollars per share, and the remaining presently authorized 3,613 Class B common shares of the par value of One Hundred ($100.00) Dollars per share are hereby changed into 111,613 Class B Common Shares of the par value of Ten ($10.00) Dollars per share.

SIXTH: That the stated capital of the Corporation is hereby reduced from $1,038,700 to $103,870 by the reduction in the par value of issued shares as described in Paragraph "FIFTH", above. Such reduction shall be effected by the transfer of $934,830 from stated capital to capital surplus.

SEVENTH: That the amendment of the Certificate of Incorporation was authorized by a vote of the holders of a majority of all outstanding shares entitled to vote on an amendment to the Certificate of Incorporation at a meeting of shareholders.

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under the penalty of perjury, this 19th day of December, 1977.

SEALY OF EASTERN NEW YORK, INC.

BY: /s/ Morton H. Yulman
MORTON H. YULMAN, Chairman of the Board

/s/ Helen Yulman
HELEN YULMAN, Secretary

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

SEALY OF EASTERN NEW YORK, INC.

Under Section 805 of the Business Corporation Law.

The undersigned, being the President and Secretary of Sealy of Eastern New York, Inc., hereby certify:

FIRST: The name of the corporation is Sealy of Eastern New York, Inc., which was originally incorporated under the name, Empire State Bedding Co., Inc.

SECOND: Its Certificate of Incorporation was filed by the Department of State, Albany, New York, on the 26th day of January, 1948.

THIRD: The Certificate of Incorporation is hereby amended to change shares, classify shares and to authorize a new class of cumulative Class A Non-Voting Preferred Stock, a new class of cumulative Class B Voting Preferred Stock, a new class of non-cumulative Class C Voting Preferred Stock, a new class of Non-Voting Common Stock, and to change the statement respecting capital.

FOURTH: Article Third of the Certificate of Incorporation, which refers to the amount of capital stock, is amended to read as follows:

(a) The amount of the total authorized capital stock is $3,495,000.00 to consist of 11,000 shares of Class A Non-Voting Preferred Stock of the par value of $100.00 per share, 1,250 shares of Class B Voting Preferred Stock of the Preferred Stock of the par value of $100.00 per share, 2,400 shares of Class C Voting Preferred Stock of the par value of $300.00 per share, and 155,000 shares of Non-Voting Common Stock of the par value of $10.00 per share.

(b) The designations, preferences, rights and privileges of the stock in this corporation are as follows:

(i) Dividend Rights of Preferred Stock.

The holders of the Class A Non-Voting Preferred Stock shall be entitled to receive, when, as, and if declared by the Board of Directors, out of the earned surplus of the corporation, dividends at the rate of 14% of par value per share per annum. Dividends on the Class A Non-Voting Preferred Stock shall be cumulative and are entitled to first preference. The Class A Non-Voting Preferred Stock shall be callable solely at the option of the corporation at a price equal to par value. In the year of issuance or call, the dividend rights of holders of the Class A Non-Voting Preferred Stock shall be pro-rated on the basis of the number of days the Class A Non-Voting Preferred Stock was issued and outstanding in that year.

The holders of the Class B Voting Preferred Stock shall be entitled to receive, when, as, and if declared by the Board of Directors, out of the earned surplus of the corporation, dividends at the rate of 14% of par value per share per annum. Dividends on the Class B Voting Preferred Stock shall be cumulative and are entitled to second preference. In the year of issuance, the dividend rights of holders of Class B Voting Preferred Stock shall be pro-rated on the basis of the number of days the Class B Voting Preferred Stock was issued and outstanding in that year.

The holders of the Class C Voting Preferred Stock shall be entitled to receive, when, as, and if declared by the Board of Directors, out of earned surplus of the corporation, dividends at the rate of 12 ½% of par value per share per annum. Dividends on the Class C Voting Preferred Stock shall be non-cumulative and are entitled to third preference. In the year of issuance, the dividend rights of holders of Class C Voting Preferred Stock shall be pro-rated on the basis of the number of days the Class C Voting Preferred Stock was issued and outstanding in that year.

(ii) Dividend Rights of Common Stock.

Subject to the foregoing, the holders of the Non-Voting Common Stock shall be entitled to receive dividends, when, as, and if declared by the Board of Directors out of the remaining earned surplus of the corporation. All dividends declared, in respect of the Non-Voting Common Stock, shall be distributed among the holders of the Non-Voting Common Stock pro rata to their ownership of Non-Voting Common Stock.

(c) Voting Rights. The entire voting power for the election of directors and for all other purposes shall vest jointly in the holders of the Class B Voting Preferred Stock who shall be entitled to one vote for each share of Class B Voting Preferred Stock held by them of record and the holders of the Class C Voting Preferred Stock who shall

be entitled to one vote for each share of Class C Voting Preferred Stock held by them of record. The holders of the Class A Non-Voting Preferred Stock and the Non-Voting Common Stock are excluded from the right to vote on action taken by the shareholders of the corporation, except as to such voting powers as are specifically provided by the Business Corporation Law as exercisable in all events.

(d) Dissolution of Liquidation.

(i) In the event of any voluntary or involuntary dissolution, liquidation, or winding up of the corporation, after due payment or provision for payment of the debts and other liabilities of the corporation, any accrued by unpaid cumulative dividends with respect to the Class A Non-Voting Preferred Stock of Class B Voting Preferred Stock shall be paid, in order of their respective preference. Thereafter, the holders of the Class A Non-Voting Preferred Stock shall be entitled to receive out of the net assets of the corporation $100.00 for each share before any distribution shall be made to the holders of the Class B Voting Preferred Stock or Class C Voting Preferred Stock and Non-Voting Common Stock; holders of the Class B Voting Preferred Stock shall be entitled to receive out of the net assets of the corporation $100.00 for each share before any distribution shall be made to the holders of the Class C Voting Preferred Stock or Non-Voting Common Stock; holders of Class C Voting Preferred Stock shall be entitled to receive out of the net assets of the corporation $300.00 for each share before any distribution shall be made to the holders of the Non-Voting Common Stock.

(ii) In the event of any purchase of Preferred Stock by the corporation, other than pursuant to a dissolution, liquidation or winding up of the corporation, the holders of such Preferred Stock shall not receive more than the issue price per share plus unpaid cumulative dividends.

(iii) If upon any dissolution, liquidation or winding up, the net assets, or the proceeds thereof, of the corporation distributable among the holders of the Preferred Stock shall be insufficient to pay in full the preferential amounts to which the holders of all three classes are entitled, the net assets shall be used to meet the cumulative dividend obligations owed to each class in full, first to Class A Non-Voting Preferred Stock then to Class B Voting Preferred Stock; if the net assets are insufficient to pay in full the amount due each class in order, then the net assets, or the proceeds thereof, shall be distributed among the holders of that class pro rata in accordance with the sums which would be payable upon such distribution if all sums were discharged in full, and no payments shall be made to the next lower class. Any remaining sums shall be used to meet the remaining obligations owed to each class in full, first to Class A Non-Voting Preferred Stock, then to Class B Voting Preferred Stock, then to Class C Voting Preferred Stock if the sums available are insufficient to pay in full the amount due any class in order, then such sum shall be distributed among the holders of that class pro rata in accordance with the sums which would be payable upon such distribution if all sums payable were discharged in full, and no payments shall be made to the next lower class.

(iv) In the event of any dissolution, liquidation, or winding up of the corporation, the holders of the Non-Voting Common Stock shall be entitled, after due payment or provision for payment of the debts and other liabilities of the corporation and the amounts to which the holders of its Preferred Stock shall be entitled, to share in the remaining net assets of the corporation in proportion to their ownership of Non-Voting Common Stock.

(e) Preemptive Rights. The holders of the Class B Voting Preferred Stock and Class C Voting Preferred Stock and the Non-Voting Common Stock shall have preemptive rights, as such holders, to purchase shares or securities of the same class which may at any time be sold or offered for sale by the corporation. The holders of the Class A Non-Voting Preferred Stock of the corporation shall have no preemptive rights, as such holders, to purchase any shares of any class which may at any time be sold or offered for sale by the corporation.

FIFTH: 2,000 shares of $10.00 par Class A Voting Common Stock and 65,837 shares of $10.00 par Class B Non-Voting Common Stock are presently issued and outstanding.

SIXTH: The terms on which the change of shares is to be made are as follows: 2,000 shares of Class A Voting Common Stock shall be changed into 533.3 shares of Class C Voting Preferred Stock at the rate of 3.75 shares of Class A Voting Common Stock for 1 share of Class C Voting Preferred Stock. 11,428 shares of Class B Non-Voting Common Stock shall be changed into 1,866.7 shares of Class C Voting Preferred Stock at the rate of 6.122 shares of Class B Non-Voting Common Stock for 1 share of Class C Voting Preferred Stock. 2,550 shares of Class B Non-Voting Common Stock shall be changed into 1,250 shares of Class B Voting Preferred Stock at the rate of 2.04 shares of Class B Non-Voting Common Stock for 1 share of Class B Voting Preferred Stock. 21,015 shares of Class B Non-Voting Common Stock shall be changed into 10,298 shares of Class A Non-Voting Preferred Stock at the rate of 2.04 shares of Class B Non-Voting Common Stock for 1 share of Class A Non-Voting Preferred Stock. 30,844 shares of Class B Non-Voting Common Stock shall be changed into 154,220 shares of Non-Voting Common Stock at the rate of 1 share of Class B Non-Voting Common Stock for 5 shares of Non-Voting Common Stock. Unissued or treasury shares of Class A Voting Common Stock and Class B Non-Voting Common Stock shall be cancelled.

Seventh: The above and foregoing amendment to the Certificate of Incorporation was authorized by unanimous written consent of the holders of all outstanding shares.

IN WITNESS WHEREOF, Sealy of Eastern New York, Inc. has caused its corporate seal to be hereunto affixed and this Certificate of Amendment to be signed by its duly authorized officers this 16th day of January, 1981.

The undersigned, Alfred L. Goodman and E. Richard Yulman, the signers of the foregoing Certificate of Amendment, affirm this 16th day of January, 1981, that the Certificate is true under penalty of perjury.

/s/ Alfred L. Goodman

Alfred L. Goodman, President

/s/ E. Richard Yulman

E. Richard Yulman, Secretary

CERTIFICATE OF MERGER

OF

NEDRICH REALTY CORP.

INTO

SEALY OF EASTERN NEW YORK, INC.

Under Section 905 of the Business Corporation Law

We, the undersigned, being respectively the President and Secretary of Sealy of Eastern New York, Inc., the surviving corporation, certify:

1. The name of the surviving corporation is Sealy of Eastern New York, Inc., which was originally incorporated under the name Empire State Bedding Co., Inc. Its certificate of incorporation was filed by the Department of State of the State of New York on January 26, 1948. The name of the subsidiary corporation is Nedrich Realty Corp.; its certificate of incorporation was filed by the Department of State of the State of New York on November 29, 1950. Both corporations are organized under the laws of the State of New York.

2. The designation and number of outstanding shares of each class of the subsidiary corporation to be merged is as follows:

NAME OF SUBSIDIARY	DESIGNATION OF CLASS AND NUMBER OUTSTANDING	NUMBER OF EACH OWNED BY SURVIVING CORPORATION
Nedrich Realty Corp.	9500 shares of voting common stock at no-par value	9500 shares of voting common stock at no-par value

3. The merger shall be effective on April 30, 1981.

4. The surviving corporation owns all of the outstanding shares of the subsidiary corporation.

5. The plan of merger has been adopted by the Board of Directors of the surviving corporation.

Dated: April 27, 1981

SEALY OF EASTERN NEW YORK, INC.

/s/ Alfred L. Goodman
Alfred L. Goodman, President

/s/ E. Richard Yulman
E. Richard Yulman, Secretary

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

E. RICHARD YULMAN being duly sworn, deposes and says that he is the Secretary of Sealy of Eastern New York, Inc., that he has read the foregoing Certificate of Merger and knows the contents thereof, and that the same is true to his knowledge.

/s/ E. Richard Yulman
E. Richard Yulman

Sworn to before me this

27th day of April, 1981.

/s/ James J. Klee
Notary Public

JAMES J. KLEE
Notary Public, State of New York
Qualified in Albany County
Commission Expires March 30, 1982

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

SEALY OF EASTERN NEW YORK, INC.

Under Section 305 of the Business Corporation Law.

The undersigned, being the president and secretary of Sealy of Eastern New York, Inc., hereby certify:

FIRST: The name of the corporation is Sealy of Eastern New York, Inc., which was originally incorporated under the name of Empire State Bedding Co., Inc.

SECOND: Its Certificate of Incorporation was filed by the Department of State, Albany, New York, on the 16 day of January, 1948.

THIRD: Paragraph FIRST of the Certificate of Incorporation of Sealy of Eastern New York, Inc., which sets forth the name of the corporation, is hereby amended to read:

The name of the corporation is Sealy Mattress Company of Albany, Inc.

FOURTH: The Amendment to the Certificate of Incorporation of Sealy of Eastern New York, Inc. was authorized by the unanimous written consent of the Board of Directors and of the holders of all outstanding shares entitled to vote thereon.

IN WITNESS WHEREOF, Sealy of Eastern New York, Inc. has caused its corporate seal to be hereunto affixed and this Certificate of Amendment to be signed by its duly authorized officers this 27th day of February, 1986.

The undersigned, E. Richard Yulman and Frank Abbatomarco, the signers of the foregoing Certificate of Amendment, affirm this 27th day of February, 1986, that the Certificate is true under penalty of perjury.

/s/ Richard Yulman

E. Richard Yulman, President

/s/ Frank Abbatomarco

Frank Abbatomarco, Secretary and Treasurer

CERTIFICATE OF CHANGE

OF

Sealy Mattress Company of Albany, Inc.

UNDER SECTION 805-A OF THE BUSINESS CORPORATION LAW

WE, THE UNDERSIGNED, Thomas L. Smudz and John D. Moran being respectively the Vice President and the Assistant Secretary of Sealy Mattress Company of Albany, Inc. hereby certify:

1. The name of the corporation is Sealy Mattress Company of Albany, Inc. It was incorporated under the name Empire State Bedding Co., Inc.

2. The Certificate of Incorporation of said corporation was filed by the Department of State on January 26, 1948.

3. The following was authorized by the Board of Directors:

To change the post office address to which the Secretary of State shall mail a copy of process in any action or proceeding against the corporation which may be served on him from c/o Morris, Marshall & Cohn, 126 Wall Street, Schenectady, New York 12305 to c/o C T. Corporation System, 1633 Broadway, New York, New York 10019.

To designate C T CORPORATION SYSTEM, 1633 Broadway, New York, New York 10019 as its registered agent in New York upon whom all process against the corporation may be served.

IN WITNESS WHEREOF, we have signed this certificate on the 18th day of January, 1988 and we affirm the statements contained therein as true under penalties of perjury.

/s/ Thomas L. Smudz

Thomas L. Smudz, Vice President

/s/ John D. Moran

John D. Moran, Assistant Secretary

CERTIFICATE OF CHANGE

OF

SEALY MATTRESS COMPANY OF ALBANY, INC.

Under Section 805-A of the Business Corporation Law

1. The name of the corporation is SEALY MATTRESS COMPANY OF ALBANY, INC.

   If applicable, the original name under which it was formed is EMPIRE STATE BEDDING CO., INC.

2. The Certificate of Incorporation of said corporation was filed by the Department of State on 1/26/48.

3. The address of C T Corporation System as the registered agent of said corporation is hereby changed from C T CORPORATION SYSTEM, 1633 BROADWAY, NEW YORK, NY 10019 to 111 Eighth Avenue, New York, New York 10011.

4. The address to which the Secretary of State shall mail a copy of process in any action or proceeding against the corporation which may be served on him is hereby changed from c/o C T CORPORATION SYSTEM, 1633 BROADWAY, NEW YORK, NY 10019 to c/o C T Corporation System, 111 Eighth Avenue, New York, New York 10011.

5. Notice of the above changes was mailed to the corporation by C T Corporation System not less than 30 days prior to the date of delivery to the Department of State and such corporation has not objected thereto.

6. C T Corporation System is both the agent of such corporation to whose address the Secretary of State is required to mail copies of process and the registered agent of such corporation.

IN WITNESS WHEREOF, I have signed this certificate on September 1, 1999 and affirm the statements contained herein as true under penalties of perjury.

C T CORPORATION SYSTEM

By: /s/ Kenneth J. Uva

Kenneth J. Uva
Vice President

EXHIBIT 3.45

April 1, 1988

BY-LAWS
OF
SEALY MATTRESS COMPANY OF ALBANY, INC.

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of New York shall be located at 1633 Broadway, in the City of New York, and the name of the corporation's registered agent is CT Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of New York as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than fifty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of New York or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship maybe filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Business Corporation Law of the State of New York as amended from time to time (the “New York Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the New York Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate three or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by New York law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of three or more directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting—Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who maybe designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, tine issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors, The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of New York.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the New York Statute, as the same exists or may hereafter be amended (but, in the case of any such

amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the New York Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the New York Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the New York Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the New York Statute.

EXHIBIT 3.46

CERTIFICATE OF INCORPORATION

OF

THE METCALFE BROTHERS, INCORPORATED

This is to certify that we, Jack L. Metcalfe, Thomas O. Metcalfe, Eva P. Metcalfe, and Macie C. Metcalfe, hereby associate ourselves together for the purposes of establishing a corporation, under and by virtue of the Code of Virginia, Chapter 148, and acts amendatory thereof, and subject to the requirements of law for such cases made and provided, for the purposes and under the corporate name hereinafter set out; and to that end, we do, by this our certificate of incorporation, set forth as follows:

I. The name of the corporation shall be THE METCALFE BROTHERS, INCORPORATED.

II. The principal office of the corporation shall be located in the Town of Bluefield, in the County of Tazewell, in the State of Virginia.

III. The objects and purposes for which this corporation is formed are as follows:

1. To acquire by purchase, lease or otherwise such real estate as may be necessary to carry out the businesses of the corporation.

2. To prepare, compound, manufacture, buy and sell at wholesale, and generally deal in and with soft drinks; to buy the necessary products for the compounding and manufacturing, and to bottle and sell the same, of those certain soft drinks generally known and referred to as "Canada Dry"; to enter into contracts, and do all and any other acts necessary to the carrying on of the business usual to the manufacturing, bottling, processing, buying and selling of soft drinks; and to purchase, acquire, sell, transfer, dispose of, trade and traffic in any form of business or businesses ordinarily engaging in the manufacture and sale of soft drinks, and such businesses as are in connection therewith.

3. To sell at wholesale such alcoholic beverages as may be permitted by the Virginia Alcoholic Board of Control.

4. To take over and to generally carry on the business of The Graham Mattress Company, a partnership heretofore existing between the said Jack L. Metcalfe and Thomas O. Metcalfe, it being the corporate purpose hereby set forth to deal in the manufacture, buying, selling, and generally to deal in all kinds of products such as mattresses, couches, day beds, chairs, and other articles and things dealt in by manufacturers and dealers in a similar line of business.

5. To do any, all and everything, necessary or incident to, or suitable and proper for, the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore mentioned, either alone or in association with any other corporation, firms, or individuals, and to carry on and to do every other act or acts, thing, or things incidental or appurtenant to or growing out of or connected with the aforesaid businesses or powers or any part or parts thereof, provided the same be not in consistent with the laws under which this corporation is organized.

IV. The maximum amount of the capital stock of said corporation is to be the sum of One Hundred and Fifty Thousand ($150,000.00) Dollars, and the minimum of the capital stock of said corporation is to be the sum of Eighty Thousand ($80,000.00) Dollars; the capital stock of the corporation is to be divided into shares of $100.00 each, and said capital stock is to consist entirely of common stock.

V. The period for the duration of the corporation is unlimited.

VI. The names and residences of the officers and directors, who, unless sooner changed by the stockholders, are for the first year to manage the affairs of the corporation, are as follows:

NAMES	OFFICERS OFFICE	RESIDENCE
Jack L. Metcalfe	President	Bluefield, Virginia
Macie C. Metcalfe	Vice-President	Bluefield, Virginia
Thomas O. Metcalfe	Treasurer	Bluefield, Virginia
Eva P. Metcalfe	Secretary	Bluefield, Virginia

VII. The amount of real estate to which the holdings of the corporation at anytime are to be limited is one hundred (100) Acres.

Given under our hands this the 18th day of April, 1949.

/s/ Jack L. Metcalfe

/s/ Thomas O. Metcalfe

/s/ Eva P. Metcalfe

/s/ Macie C. Metcalfe

STATE OF VIRGINIA

COUNTY OF TAZEWELL, to-wit:

I, , a Notary Public within and for the County of Tazewell, State of Virginia, do hereby certify that Jack L. Metcalfe, Thomas O. Metcalfe, Eva P. Metcalfe and Macie C. Metcalfe, whose names are signed to the foregoing and hereto annexed writing, bearing date the 18th day of April, 1949, have each, this day, personally acknowledged the same before me, in my county aforesaid.

My commission expires .

Given under my hand this 18th day of April, 1949.

Notary Public as aforesaid.

CERTIFICATE FOR AMENDMENT TO THE CHARTER

OF

THE METCALFE BROTHERS, INCORPORATED

WHEREAS, The Metcalfe Brothers, Incorporated, a corporation created under and by virtue of the laws of the Commonwealth of Virginia desires to have its charter amended as hereinafter set out; now, therefore, to that end, I, Jack L. Metcalfe, President of said corporation, under the seal of the corporation attested by the Secretary thereof, do hereby certify as follows:

First: That on the 1st day of October, 1949, after due notice to all of the directors of the corporation, there was held at the offices of said corporation, in the Town of Bluefield, Virginia, a meeting of the board of directors of the aforesaid corporation at which meeting at least a majority of the directors were present and unanimously passed the following resolution declaring that such amendment is advisable:

Resolved: That the name of “THE METCALFE BROTHERS, INCORPORATED” be changed to “METCALFE BROTHERS, INCORPORATED,” thereby omitting the word “The” from the name of said corporation.

And the said board of directors thereupon passed a further resolution ordering a meeting of the stockholders to be called for the 1st day of October, 1949, according to law, to take action upon the foregoing resolution proposing to amend the charter of the corporation.

SECOND: That on the 1st day of October, 1949, there was held at the offices of said corporation in the Town of Bluefield, Virginia, a meeting of the stockholders after waiver of notice signed by all the stockholders, in person, such notice stating the time and place and general object of the meeting. That at said meeting there was represented in person 1100 shares,

out of a total of 1100 shares of each class of stock issued and outstanding having voting powers. That the foregoing resolution, adopted by the board of directors proposing to amend the charter of this corporation in the manner hereinbefore set out was in terms laid before the stockholders' meeting and adopted by a vote of 1100 shares, being at least two thirds in interest of the stockholders of this corporation having voting powers. Voting favoring the resolution was as follows: Jack L. Metcalfe, 549 shares; Thomas O. Metcalfe, 549 shares; Macie C. Metcalfe, 1 share; Eva P. Metcalfe, 1 share; total voting, 1100 shares.

THIRD: That the proceedings of said meeting were duly entered on the minutes of the proceedings of the stockholders.

Therefore, this certificate is now signed by Jack L. Metcalfe, President of The Metcalfe Brothers, Incorporated, aforesaid, with its corporate seal thereto affixed, attested by Eva P. Metcalfe, its Secretary, this lst day of October, 1949.

/s/ Jack L. Metcalfe

, PRESIDENT of

The Metcalfe Brothers, Incorporated

Attest:

/s/ Eva P. Metcalfe

SECRETARY

STATE OF VIRGINIA

COUNTY OF TAZEWELL, to-wit:

I, M. Crockett Hughes, Jr., a Notary Public in and for the County of Tazewell, and State aforesaid, do certify that Jack L. Metcalfe, President, and Eva P. Metcalfe, Secretary, whose names are signed to the writing above, bearing date on the 1st day of October, 1949, have acknowledged the same before me in my County and State aforesaid.

My term of office expires on the 11th day of February, 1951.

Given under my hand this 15th day of October, 1949.

/s/ M. Crockett Hughes, Jr. NOTARY PUBLIC

ARTICLES OF AMENDMENT OF THE ARTICLES OF INCORPORATION

OF METCALFE BROTHERS, INCORPORATED

I

On Monday, June 2, 1969, the Board of Directors of the corporation found that the following proposed amendment of its Articles of Incorporation was in the best interest of the corporation and directed that it be submitted to a vote of the stockholders;

That the corporation issue a class B non-voting $100.00 par value stock in a sufficient amount so that shares of the new non-voting stock can be issued to each stockholder in the form of a stock dividend of two (2) shares of non-voting stock for every share of voting stock now held by each stockholder and that the total number of shares of non-voting stock authorized to be issued be 2,300 and that such stock be restricted such that should the corporation fail to pay dividends for a period of three (3) consecutive years then the class B stock would then have permanent voting rights the same as the present voting stock. In all other respects the shares of both classes of stock authorized shall be equal.

II

On September 13, 1969, written notice of a meeting to be held on the 11th day of October, 1969, was given by mail to each stockholder of record entitled to vote on the proposed amendment. The notice stated the place, day and hour of the meeting and the purposes for which it was called, and was accompanied by a copy of the proposed amendment.

III

On October 11, 1969, the meeting of the stockholders was held and the amendment proposed by the Board of Directors as set forth above was adopted by the stockholders.

IV

The number of shares of stock of the corporation outstanding and entitled to vote was voted for or against the amendment as follows:

Shares outstanding:	1150	
Shares Voted For:	1150	Against: 0

Executed in the name of the corporation by its president and its secretary who declare under the penalty of perjury that the facts stated therein are true.

Dated this 8th day of December, 1969.

Metcalfe Brothers, Incorporated

By /s/ Thomas O. Metcalfe
President

Secretary

ARTICLES OF AMENDMENT

OF THE ARTICLES OF INCORPORATION OF

METCALFE BROTHERS INCORPORATED

On the 28th day of January, 1987, the Board of Directors of the corporation found that the following proposed amendment of its Articles of Incorporated was in the best interest of the corporation and passed the following Resolution to be submitted to a vote of the stockholders:

That the Articles of Incorporation of Metcalfe Brothers, Incorporated be amended as follows:

1. The name of the corporation shall be changed form Metcalfe Brothers, Incorporated to Sealy Mattress Co. of S.W. Virginia.

2. The undersigned Ohio-Sealy Mattress Manufacturing Co., an Ohio corporation, being the only stockholder of Metcalfe Brothers, Incorporated, does hereby consent in writing to said action pursuant to Section 13.1-841 of the Code of Virginia, as amended.

OHIO-SEALY MATTRESS MANUFACTURING CO.

By /s/ Thomas L. Smudz
Treasurer

The undersigned Treasurer of Mecalfe Brothers Incorporated does hereby certify that Ohio-Sealy Mattress Manufacturing Co. is the owner of all of the stock of Metcalfe Brothers, Incorporated of record as of this date.

METCALFE BROTHERS, INCORPORATED

By /s/ Thomas L. Smudz
Treasurer

STATE OF ILLINOIS
COUNTY/CITY OF COOK, to-wit:

Before me, a Notary Public in and for the County/City and State aforesaid, personally appeared Thomas L. Smudz who, being by me first duly sworn, declared that he is Treasurer of the corporation executing the foregoing Articles of Amendment and that the facts set forth therein are true.

Given under my hand this 28th day of January, 1987.

Notary Public

My commission expires March 12, 1988.

(OFFICIAL SEAL)

EXHIBIT 3.47

April 1, 1988

BY-LAWS
OF
SEALY MATTRESS COMPANY OF S.W. VIRGINIA

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Virginia shall be located at 55 11 Staples Mill Road in the City of Richmond, and the name of the corporation's registered agent is Edward R. Parker (CT Corporation System).

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Virginia as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, except that notice of a shareholders' meeting to act on an amendment of the articles of incorporation, on a plan of merger or share exchange, on a proposed sale of assets other than in the regular course of business, or on a plan of dissolution shall be given, in the manner provided herein, not less than twenty-five nor more than sixty days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger, or share exchange, or plan of proposed sale of assets.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice

other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Virginia or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Stock Corporation Act of the State of Virginia as amended from time to time (the “Virginia Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such

equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Virginia Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate two or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Virginia law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of two or more directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting—Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors.

The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the Corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer

and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall describe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Virginia.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Virginia Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Virginia Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Virginia Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the

corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Virginia Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Virginia Statute.

Exhibit 3.48

CERTIFICATE
OF
AMENDED ARTICLES OF INCORPORATION
OF

Sealy Mattress Company (formerly Ohio-Sealy Mattress Manufacturing Co.)

Thomas L. Smudz, who is Vice President and John D. Moran, who is Assistant Secretary of the above named Ohio corporation for profit with its principal location at Cleveland, Ohio do hereby certify that in a writing signed by all of the shareholders who would be entitled to a notice of a meeting held for that purpose, the following Amended Articles of Incorporation were adopted to supersede and take the place of the existing Articles and all amendments thereto:

AMENDED ARTICLES OF INCORPORATION

FIRST: The name of the corporation is Sealy Mattress Company

SECOND: The place in the State of Ohio where its principal office is located is the City of Cleveland, Cuyahoga County.

THIRD: The purposes of the corporation are as follows:

To engage in any lawful act or activity for which a corporation may be formed in Ohio.

FOURTH: The number of shares which the corporation is authorized to have outstanding is 1,000 shares of common stock with a par value of $1.00 per share.

FIFTH: These emended articles of incorporation take the place of and supersede the existing articles of incorporation as heretofore amended.

IN WITNESS WHEREOF, the above named officers, acting for and on behalf of the corporation, have subscribed their names this 28th day of January, 1988.

/s/ Thomas L. Smudz

(Chairman, President or Vice President)

/s/ John D. Moran

(Secretary or Assistant Secretary)

NOTE: Ohio law does not permit one officer to sign in two capacities. Two separate signatures are required, even if this necessitates the election of a second officer before the filing can be made.

EXHIBIT 3.49

4/1/88

BY-LAWS
OF
SEALY MATTRESS COMPANY

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Ohio shall be located at 815 Superior Avenue, N.E., in the City of Cleveland, and the name of the corporation's registered agent is C T Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Ohio as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the tIme, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may

adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or, subject to the provisions of Ohio law, decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Ohio or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Ohio General Corporation Law as amended from time to time (the "Ohio Statute") written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director's business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. .Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors unless a greater number is required by law or the articles of incorporation. If a quorum shall not be present at any meeting a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can near each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Ohio Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment hereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right or dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of he Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate three or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Ohio law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of three or more directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting—Committees. The presence of a majority or members or any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these bylaws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board or Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, or the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by- laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the

signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. the Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. the stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.4 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board or Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event or the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by- laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile hereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares or stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of

Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer snail be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to t me to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any snare on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Ohio.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender or cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment

shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman or the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. Unless otherwise provided in the Ohio Statute or the articles of incorporation, these by-laws may be altered or repealed by majority vote of the shareholders.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. In addition to any indemnification provision in the articles of incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Ohio Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against ail expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in

Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Ohio Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not

in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Ohio Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such act on that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Ohio Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Ohio Statute.

Exhibit 3.50

ARTICLES OF INCORPORATION

OF

SEALY MATTRESS CO., OF GEORGIA, INC.

I.

The name of the corporation is Sealy Mattress Co., of Georgia, Inc.

II.

The general nature of the business or businesses to be transacted by the corporation are as follows:

To buy, sell, own, lease, rent, repair, store, design, manufacture, construct and otherwise deal in personal and real property of every nature and sort at wholesale and retail including primarily, but not limited to mattresses, springs, bedding, fabrics, cloth, materials, articles and commodities.

To own real estate, borrow money, lend money, buy, sell and guarantee the obligation of others and conduct a financing, brokerage, discount and factoring business in connection with the foregoing or otherwise.

In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of the State of Georgia upon corporations formed pursuant thereto.

III.

The authorized capital stock of the corporation shall be $2,500,000.00 which shall consist of 25,000 shares of One Hundred Dollars ($100.00) par value common stock.

IV.

The amount of capital with which the corporation will begin business is not less than Five Hundred Dollars ($500.00).

V.

The corporation is to have perpetual existence.

VI.

The address of the initial registered office of the corporation shall be 2400 First National Bank Tower, Atlanta, Georgia 30303, located in Fulton County, and the initial registered agent of the corporation shall be Robert I. Paller.

VII.

The number of directors constituting the first Board of Directors shall be three (3) and the name and street address of each member of the first Board of Directors is:

DIRECTORS	STREET ADDRESSES
Ernest M. Wuliger	
Stephen P. Owendorff	
N. Herschel Koblenz	

VIII.

The name and street address of each incorporator of the corporation is as follows:

NAMES	STREET ADDRESSES
Theodore H. Milby	

IX.

The Board of Directors of the corporation may, from time to time and at its discretion, distribute a portion of the assets of the corporation to its shareholders out of the surplus of the corporation.

X.

The Board of Directors of the corporation may, from time to time and at its discretion, cause the corporation to purchase its own shares to the extent of unreserved and unrestricted capital surplus available for said purchase. Provided that no shares so repurchased and held by the corporation shall be voted.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on January 18, 1974.

/s/ Theodore H. Milby
Theodore H. Milby, Incorporator

ARTICLES OF AMENDMENT

TO THE

ARTICLES OF INCORPORATION

SEALY MATTRESS CO., OF GEORGIA, INC.

Pursuant to the provisions of Title 22, Section 22-904(a) of the Code of Georgia of 1933, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is Sealy Mattress Co., of Georgia, Inc.

SECOND: The following amendment to the Articles of Incorporation was adopted by the shareholder of the corporation on February 12, 1979, in the manner prescribed by the Georgia Business Corporation Code:

RESOLVED, that the Corporation's Articles of Incorporation be amended to change the Corporation's name to Ohio-Sealy Mattress Manufacturing Co.

THIRD: The shareholder vote required to adopt the amendment at a meeting called for such purpose is the affirmative vote of the holders of a majority of the shares entitled to vote thereon.

FOURTH: The number of shares of the corporation outstanding and entitled to vote, upon the proposed amendment as set forth in the resolution of the directors, at the time of such adoption was 1,000.

FIFTH: The number of shares voting for such amendment was 1,000.

Date: February 12, 1979

SEALY MATTRESS CO., OF GEORGIA, INC.

By: /s/ Ronald E. Trzcinski
Ronald E. Trzcinski, Vice President

ATTEST:

/s/ Frank J. Cerralvo
Frank J. Cerralvo, Secretary

EXHIBIT 3.51

April 1, 1988

BY-LAWS
OF
OHIO-SEALY MATTRESS MANUFACTURING CO.

ARTICLE I

OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Georgia shall be located at 2 Peachtree Street, N.W., in the City of Atlanta, and the name of the corporation's registered agent is C T Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Georgia as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than fifty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Georgia or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Georgia Business Corporation Code of the State of Georgia as amended from time to time (the “Georgia Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Georgia Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action Without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, maybe taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate two or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Georgia law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting — Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof; certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required-by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Georgia.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such, company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Georgia Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment,

only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Georgia Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Georgia Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Georgia Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Georgia Statute.

Exhibit 3.52

AMENDED AND RESTATED ARTICLES OF INCORPORATION

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

1. The present name of the Corporation is **Sealy Mattress Company of Kansas City, Inc.** The name under which it was originally organized is Sealy Mattress Co. of Kansas City.

2. Amended and Restated Articles of Incorporation of the corporation were adopted by the sole shareholder on **March , 2013**.

3. The Amended and Restated Articles of Incorporation are in the form attached hereto.

4. Of the **600** shares outstanding, **600** of such shares were entitled to vote on the amendment and restatement.

The number of outstanding shares of any class or series entitled to vote thereon as a class were as follows:

Class/Series	Number of Outstanding Shares
Common	**600**

5. The number of shares voted for and against the amendment and restatement was as follows:

Class	No. Voted For	No. Voted Against
Common	**600**	**-0-**

IN AFFIRMATION THEREOF, the facts stated above are true.

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

/s/ Michael Q. Murray	Michael Q. Murray	Vice President	March 12, 2013
Authorized Signature	Printed Name	Title	Date

AMENDED AND RESTATED ARTICLES OF INCORPORATION

ARTICLE ONE

The name of the corporation is: Sealy Mattress Company of Kansas City, Inc.

ARTICLE TWO

Registered agent's name: CT Corporation System

Address, including street and number, for the registered agent's office in the state of Missouri: 120 South Central Avenue, Clayton, MO 63105

ARTICLE THREE

The aggregate number, class, and par value of shares that the corporation shall have authority to issue shall be one thousand (1,000) shares of common stock having no par value.

ARTICLE FOUR

The name and physical business or residence address of each incorporator is as follows:

Name	City and State
Edward J. Kanter	Kansas City, MO
Joseph Hartman	Kansas City, MO
I. Gale	Kansas City, MO
Chester B. Kaplan	Kansas City, MO

ARTICLE FIVE

The duration of the corporation is perpetual.

ARTICLE SIX

The corporation is formed to do any and all legal acts permitted to be done by corporations organized under and pursuant to "The General and Business Corporation Law of Missouri."

ARTICLE SEVEN

The number of directors shall be fixed by, or in the manner provided in, the Bylaws of the corporation.

ARTICLE EIGHT

The power to make, alter, amend, or repeal the Bylaws of the corporation shall be vested in the shareholders or the Board of Directors of the corporation.

ARTICLE NINE

No holder of shares of any class of stock of this corporation, either now or hereafter authorized or issued, shall have any preemptive or preferential right to subscribe for or purchase any shares of any class of stock of this corporation, either now or hereafter authorized whether issued for cash, property or services, or to subscribe for or purchase obligations, bonds, notes, debentures, other securities or stock convertible into stock of any class of this corporation, other than such right, if any, as the Board of Directors in its discretion may from time to. time determine, and at such prices as the Board of Directors may from time to time fix.

EXHIBIT 3.53

April 1, 1988

BY-LAWS
OF
SEALY MATTRESS COMPANY OF KANSAS CITY, INC.

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Missouri shall be located at 906 Olive Street, in the City of Kansas City, and the name of the corporation's registered agent is CT Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than fifty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place no longer than ninety days after such adjournment. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Missouri or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the General and Business Corporation Law of the State of Missouri as amended from time to time (the “Missouri Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Missouri Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate two or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Missouri law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of two or more directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting—Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Missouri.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance, shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Missouri Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to

the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Missouri Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Missouri Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Missouri Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Missouri Statute.

EXHIBIT 3.54

FORM B

BEFORE ATTEMPTING TO EXECUTE THESE BLANKS BE SURE TO READ CAREFULLY
THE INSTRUCTIONS ON THE BACK THEREOF.

(THESE ARTICLES MUST BE FILED IN DUPLICATE.)

STATE OF ILLINOIS,)
) ss.
COOK COUNTY)

To EDWARD J. HUGHES, Secretary of State:

We, the undersigned,

Name	Number	Street	Address City	State
MAYER KAPLAN			Chicago,	Illinois
GEORGE BLOSTEN			Chicago,	Illinois
MORRIS KAPLAN			Chicago,	Illinois

being natural persons of the age of twenty-one years or more and subscribers to the shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under “The Business Corporation Act” of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation is: R. H. TAYLOR BEDDING COMPANY.

ARTICLE TWO

The address of its initial registered office in the State of Illinois is: , in the City of Chicago County of Cook and the name of its initial Registered Agent at said address is: Morris Kaplan.

ARTICLE THREE

The duration of the corporation is: 99 years.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are:

To manufacture and sell all manners and types of bedding, bedding materials and articles which are manufactured and sold in conjunction therewith.

ARTICLE FIVE

PARAGRAPH 1: The aggregate number of shares which the corporation is authorized to issue is 40,000 divided into one classes. The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

Class	Series (If any)	Number of Shares	Par value per share or statement that shares are without par value
Common		40,000	No par value

PARAGRAPH 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

ARTICLE SIX

The class and number of shares to be issued by the corporation before it shall commence business and the consideration (expressed in dollars) to be received by the corporation therefor, are:

Class of shares	Number of shares	Consideration to be received therefor,
Common	26,361	$ 20,000.00
		$
		$
		$

ARTICLE SEVEN

The number of directors to be elected at the first meeting of the shareholders is: four.

ARTICLE EIGHT

Paragraph 1: It is estimated that the value of all property to be owned by the corporation for the following year, wherever located will be $20,000.00.

Paragraph 2: It is estimated that the value of all property to be located within the State of Illinois during the following year will be $20,000.00.

Paragraph 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be $35,000.00.

Paragraph 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be $35,000.00.

/s/ Mayer Kaplan

/s/ Morris Kaplan Incorporators.

/s/ George Blosten

OATH AND ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

I, EDWARD D. FEINBERG, a Notary Public do hereby certify that on the 5th day of March 1940, MAYER KAPLAN, MORRIS KAPLAN and GEORGE BLOSTEN personally appeared before me and being first duly sworn by one severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

/s/ Edward D. Feinberg
Notary Public

ARTICLES OF AMENDMENT

to the

ARTICLES OF INCORPORATION

of

R. H. TAYLOR BEDDING COMPANY

To EDWARD J. HUGHES
Secretary of State
Springfield, Illinois

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 55 of "The Business Corporation Act" of the State of Illinois, hereby executes the following Articles of Amendment:

ARTICLE FIRST: The name of the corporation is:

R. H. Taylor Bedding Company

ARTICLE SECOND: The following amendment or amendments were adopted in the manner prescribed by "The Business Corporation Act" of the State of Illinois:

The name of the corporation is changed from that of R. H. Taylor Bedding Company to Sealy Mattress Company.

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

ARTICLE THIRD: The number of shares of the corporation outstanding at the time of the adoption of said amendment or amendments was 26,551; and the number of shares of each class entitled to vote as a class on the adoption of said amendment or amendments, and the designation of each such class were as follows:

Class	Number of Shares
Common	26,551

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

ARTICLE FOURTH: The number of shares voted for said amendment or amendments was 26,551; and the number of shares voted against said amendment or amendments was . The number of shares of each class entitled to vote as a class voted for and against said amendment or amendments, respectively, was:

Class	Number of Shares Voted	
	For	Against
Common		

(Disregard this Article where the amendments contain no such provisions.)

ARTICLE FIFTH : The manner in which the exchange, reclassification, or cancellation of issued shares, or the reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for said amendment or amendments, shall be effected, is as follows:

(Disregard this Paragraph where amendments do not affect stated capital or paid- in surplus.)

ARTICLE SIXTH: Paragraph 1: The manner in which said amendment or amendments effecting a change in the amount of stated capital or the amount of paid-in surplus, or both, is effected is as follows:

(Disregard this Paragraph where amendments do not affect stated capital or paid- in surplus.)

Paragraph 2: The amounts of stated capital and of paid-in surplus as changed by said amendment or amendments are as follows:

	Before Amendment	**After Amendment**
Stated capital	$	$
Paid in surplus	$	$

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its President, and its corporate seal to be hereto affixed, attested by its Secretary, this 30th day of October, 1942.

R. H. TAYLOR BEDDING COMPANY

R. H. Taylor Bedding Co.

By /s/ Morris A. Kaplan
its President

ATTEST:

/s/ Lillian Murray
Its Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Lila Dubin a Notary Public, do hereby verify that on the 25th day of November, 1942, Morris A. Kaplan personally appeared before me and, being first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

/s/ Lila Dubin
Notary Public

DATE: 9-8-43

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
SEALY MATTRESS COMPANY

To EDWARD J. HUGHES
Secretary of State
Springfield, Illinois

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 55 of "The Business Corporation Act" of the State of Illinois, hereby executes the following Articles of Amendment:

ARTICLE FIRST: The name of the corporation is:

SEALY MATTRESS COMPANY

ARTICLE SECOND: The following amendment or amendments were adopted in the manner prescribed by "The Business Corporation Act" of the State of Illinois:

The aggregate number of shares which the corporation has authority to issue is increased to 100,000 shares of Common Stock with no par value.

ARTICLE THIRD: The number of shares of the corporation outstanding at the time of the adoption of said amendment or amendments was 36,551; and the number of shares of each class entitled to vote as a class on the adoption of said amendment or amendments, and the designation of each such class were as follows:

Class	Number of Shares
Common	36,551

ARTICLE FOURTH: The number of shares voted for said amendment or amendments was 36,551; and the number of shares voted against said amendment or amendments was None. The number of shares of each class entitled to vote as a class voted for and against said amendment or amendments, respectively, was:

Class	Number of Shares Voted	
	For	Against
Common	36,551	None

ARTICLE FIFTH: The manner in which the exchange, reclassification, or cancellation of issued shares, or the reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for said amendment or amendments, shall be effected, is as follows:

ARTICLE SIXTH: Paragraph 1: The manner in which said amendment or amendments effecting a change in the amount of stated capital or the amount of paid-in surplus, or both, is effected is as follows:

Paragraph 2: The amounts of stated capital and of paid-in surplus as changed by said amendment or amendments are as follows:

	Before Amendment	After Amendment
Stated capital	$	$
Paid-in surplus	$	$

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its President, and its corporate seal to be hereto affixed, attested by its Secretary. this Fifteenth day of May, 1943.

SEALY MATTRESS COMPANY

By /s/ Morris A. Kaplan
Its President

(CORPORATE SEAL)

ATTEST

/s/ Lillian Murray
Its Secretary

STATE OF Illinois)
)
COUNTY OF Cook)

I, Edward D. Feinberg, a Notary Public, do hereby certify that on the Fifteenth day of May 1943, Morris Kaplan personally appeared before me and, being first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

/s/ Edward D. Feinberg
Notary Public

(Notarial Seal)

Date Paid 9-1-71

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF

SEALY MATTRESS COMPANY

To JOHN W. LEWIS
Secretary of State
Springfield, Illinois

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 55 of "The Business Corporation Act" of the State of Illinois, hereby executes the following Articles of Amendment:

ARTICLE FIRST: The name of the corporation is:

SEALY MATTRESS COMPANY

ARTICLE SECOND: The following amendment or amendments were adopted in the manner prescribed by "The Business Corporation Act" of the State of Illinois:

RESOLVED that the name of the corporation shall be SEALY MATTRESS COMPANY OF ILLINOIS

ARTICLE THIRD: The number of shares of the corporation outstanding at the time of the adoption of said amendment or amendments was 46,551; and the number of shares of each class entitled to vote as a class on the adoption of said amendment or amendments, and the designation of each such class were as follows:

Class	Number of Shares
Common	46,551

ARTICLE FOURTH: The number of shares voted for said amendment or amendments was 46,551; and the number of shares voted against said amendment or amendments was None. The number of shares of each class entitled to vote as a class voted for and against said amendment or amendments, respectively, was:

Class	Number of Shares Voted	
	For	Against
Common	46,551	None

Item 1. On the date of the adoption of this amendment, restating the articles of incorporation, the corporation had shares issued, itemized as follows:

Class	Series(If Any)	Number of Shares	Par value per share or statement that shares are without par value

Item 2. On the date of the adoption of this amendment restating the articles of incorporation, the corporation had a stated capital of $ and a paid-in surplus of $ or a total of $.

ARTICLE FIFTH: The manner in which the exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for in, or effected by, this amendment, is as follows:

ARTICLE SIXTH: Paragraph 1: The manner in which said amendment or amendments effect a change in the amount of stated capital or the amount of paid-in surplus, or both, is as follows:

Paragraph 2: The amounts of stated capital and of paid-in surplus as changed by this amendment are as follows:

	Before Amendment	After Amendment
Stated capital	$	$
Paid-in surplus	$	$

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its President, and its corporate seal to be hereto affixed, attested by its Secretary this 17 day of August, 1971.

SEALY MATTRESS COMPANY

By /s/ Morris A. Kaplan
Its President

Place
(CORPORATE SEAL)
Here

ATTEST

Its Secretary

STATE OF Illinois)
)
COUNTY OF Cook)

I, Ivy Ohlin, a Notary Public, do hereby certify that on the 17th day of August 1971, personally appeared before me and, being first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

/s/ Ivy Ohlin
Notary Public

Place
(NOTARIAL SEAL)
Here

FORM BCA-66A

DATE: 4-26-74

ARTICLES OF MERGER
OF SUBSIDIARY
CORPORATIONS
(Strike out-inapplicable words)

To Michael J. Howlett, Secretary of State,

The undersigned corporation, pursuant to Section 66A of "The Business Corporation Act" of the State of Illinois, hereby executes the following articles of merger:

ARTICLE ONE

The names of the corporations proposing to merge and the names of the States under the laws of which such corporations are organized, are as follows:

Name of Corporation	State of Incorporation
SEALY MATTRESS COMPANY OF ILLINOIS	Illinois
SEALY MATTRESS COMPANY OF WISCONSIN, INC.	Wisconsin

ARTICLE TWO

The laws of Wisconsin, the state under which such foreign corporation is organized, permit such merger.

ARTICLE THREE

The name of the surviving corporation shall be SEALY MATTRESS COMPANY OF ILLINOIS and it shall be governed by the laws of the State of Illinois.

ARTICLE FOUR

The plan of merger is as follows:

ARTICLE FIVE

The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class owned Immediately Prior to Merger by the Parent Corporation
SEALY MATTRESS COMPANY OF WISCONSIN, INC.	1,000	1,000

ARTICLE SIX

The date of mailing a copy of the plan of merger to the shareholders of each merging subsidiary corporation was Not applicable.

Was written consent for the merger or written waiver of the 30 day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes

(If answer is in the negative, the duplicate originals of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger to the shareholders of each merging subsidiary corporation).

l. The following plan of merger was approved by resolution of the Board of Directors of SEALY MATTRESS COMPANY OF ILLINOIS adopted on January 31, 1974:

(1) The name of the subsidiary corporation is SEALY MATTRESS COMPANY OF WISCONSIN, INC., and the name of the corporation owning one hundred percent of its shares, which is hereinafter designated as the surviving corporation, is SEALY MATTRESS COMPANY OF ILLINOIS.

(2) The terms and conditions of the proposed merger, and the manner and basis of converting the shares of the subsidiary corporation into shares of the surviving corporation are as follows: Upon the effective date of the merger, each outstanding share of SEALY MATTRESS COMPANY OF WISCONSIN, INC. (all of which are held by the surviving corporation) shall be cancelled, and no shares of the surviving corporation shall be issued therefor.

2. The number of outstanding shares of each class of the subsidiary corporation and the number of shares of each class owned by the surviving corporation are:

Class	No. of Shares Outstanding	No. of Shares Owned by Parent
Common	1,000	1,000

3. It is agreed that, upon and after the issuance of a certificate of merger by the Secretary of State of Wisconsin:

(1) The surviving corporation may be served with process in the State of Wisconsin in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Wisconsin which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Wisconsin against the surviving corporation;

(2) The Secretary of State of Wisconsin is hereby irrevocably appointed as its agent to accept service of process in any such proceeding. Copies of any process served on the Secretary of State shall be directed to the corporation at the following address: 222 West Washington Avenue, Madison, Wisconsin 53703.

(3) The surviving corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Wisconsin which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of the Wisconsin Business Corporation Law with respect to the rights of dissenting shareholders.

(4) The effective date of the certificate of merger shall be 26th day of April, 1974, for accounting purposes only.

IN WITNESS WHEREOF, the undersigned corporations have caused these articles of merger to be executed at Rosemont, Illinois, in their respective names by the President and Secretary of each of the corporations and their respective corporate seals to be affixed thereto this 31st day of January, 1974.

SEALY MATTRESS COMPANY OF ILLINOIS

By /s/ Morris A. Kaplan
President

(CORPORATE SEAL)

and

Secretary

SEALY MATTRESS COMPANY OF WISCONSIN, INC.

(CORPORATE SEAL)

By /s/ Morris A. Kaplan
President

By _____
Secretary

ARTICLE SEVEN

(Delete this article if surviving or now corporation is to be governed by the laws of the State of Illinois.)

IN WITNESS WHEREOF, the undersigned corporation has caused these articles of merger to be executed in its name by its President attested by its Secretary, this 31st day of January, 1974.

SEALY MATTRESS COMPANY OF ILLINOIS

By /s/ Morris A. Kaplan
Its (President)

PLACE
(Corporate Seal)
Here

Attest:

_____
Its (Secretary)

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, Ivy Ohlin, a Notary Public, do hereby certify that on the day of January, A.D. 1974, personally appeared before me Morris A. Kaplan who declares he the President of the corporation, executing the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing articles of merger in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

/s/ Ivy Ohlin

Notary Public

PLACE
(Notarial Seal)
Here

FORM BCA-66A

DATE: 4/26/74

ARTICLES OF MERGER
OF SUBSIDIARY
CORPORATIONS
(Strike out inapplicable words)

To Michael J. Howlett, Secretary of State,

The undersigned corporation, pursuant to Section 66A of "The Business Corporation Act" of the State of Illinois, hereby executes the following articles of merger:

ARTICLE ONE

The names of the corporations proposing to merge and the names of the States under the laws of which such corporations are organized, are as follows:

Name of Corporation	State of Incorporation
SEALY MATTRESS COMPANY OF ILLINOIS	ILLINOIS
GRAND RAPIDS MATTRESS COMPANY	MICHIGAN

ARTICLE TWO

The laws of Michigan, the State under which such foreign corporation is organized, permit such merger.

ARTICLE THREE

The name of the surviving corporation shall be SEALY MATTRESS COMPANY OF ILLINOIS and it shall be governed by the laws of the State of Illinois.

ARTICLE FOUR

The plan of merger is as follows:

ARTICLE FIVE

The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class owned Immediately Prior to Merger by the Parent Corporation
GRAND RAPIDS MATTRESS COMPANY	1,000	1,000

ARTICLE SIX

The date of mailing a copy of the plan of merger to the shareholders of each merging subsidiary corporation was Not applicable.

Was written consent for the merger or written waiver of the 30 day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes

(If answer is in the negative, the duplicate originals of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger to the shareholders of each merging subsidiary corporation).

ARTICLE SEVEN

(Delete this article if surviving or new corporation is to be governed by the laws of the State of Illinois.)

IN WITNESS WHEREOF, the undersigned corporation has caused these articles of merger to be executed in its name by its President attested by its Secretary, this 31st day of January, 1974.

SEALY MATTRESS COMPANY OF ILLINOIS

By /s/ Morris A. Kaplan
Its (President)

PLACE
(Corporate Seal)
Here

Attest:

Its (Secretary)

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, Ivy Ohlin, a Notary Public, do hereby certify that on the 31st day of January, A.D. 1974, personally appeared before me Morris A. Kaplan who declares he is the President of the corporation, executing the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing articles of merger in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

/s/ Ivy Ohlin
Notary Public

PLACE
(Notarial Seal)
Here

FORM BCA-66A

ARTICLES OF MERGER

OF

Grand Rapids Mattress Company (Mich.) into
Sealy Mattress Company of Illinois (Ill.)

1. The laws of Illinois, the jurisdiction under which SEALY MATTRESS COMPANY OF ILLINOIS is incorporated permit this type of merger.

2. The plan of merger is as follows:

PLAN OF MERGER

FIRST: a) The name of each constituent corporation is as follows:

SEALY MATTRESS COMPANY OF ILLINOIS

GRAND RAPIDS MATTRESS COMPANY

b) The name of the surviving corporation is SEALY MATTRESS COMPANY OF ILLINOIS

SECOND: As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:

Name of corporation	Designation and number of shares in each class or series outstanding	Class or Series of shares entitled to vote	Shares entitled to vote as a class or series
SEALY MATTRESS OF ILLINOIS	Common-46,551	Common	None
GRAND RAPIDS MATTRESS COMPANY	Common-176,000	Common	None

THIRD: The terms and conditions of the proposed merger, including the manner and basis of converting the shares of each constituent corporation into shares of the surviving corporation, are as follows: Upon the effective date of the merger, each outstanding share of GRAND RAPIDS MATTRESS COMPANY (all of which are held by the surviving corporation) shall be cancelled, and no shares of the surviving corporation shall be issued therefor.

3. The number of outstanding shares of each class of the subsidiary corporation and the number of shares of each class owned by the surviving parent corporation are as follows:

Class	Total Shares Outstanding	Shares owned by surviving parent corporation
Common	176,000	276,000

4. The effective date of the certificate of merger shall be 26th day of April, 1974, for accounting purposes only.

Dated this 31st day of January, 1974.

SEALY MATTRESS COMPANY OF ILLINOIS

By /s/ Morris A. Kaplan
Morris A. Kaplan, President

FORM BCA-66A

DATE: 4/26/74

ARTICLES OF MERGER
OF SUBSIDIARY
CORPORATIONS
(Strike out inapplicable words)

To Michael J. Howlett, Secretary of State,

The undersigned corporation, pursuant to Section 66A of "The Business Corporation Act" of the State of Illinois, hereby executes the following articles of merger:

ARTICLE ONE

The names of the corporations proposing to merge and the names of the States under the laws of which such corporations are organized, are as follows:

Name of Corporation	State of Incorporation
SEALY MATTRESS COMPANY OF ILLINOIS	ILLINOIS
ILLINOIS PRODUCTS COMPANY	ILLINOIS

ARTICLE TWO

The laws of Illinois, the State under which such corporations are organized, permit such merger.

ARTICLE THREE

The name of the surviving corporation shall be SEALY MATTRESS COMPANY OF ILLINOIS and it shall be governed by the laws of the State of Illinois.

ARTICLE FOUR

The plan of merger is as follows:

ARTICLE FIVE

The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class owned Immediately Prior to Merger by the Parent Corporation
ILLINOIS PRODUCTS COMPANY	1,000	1,000

ARTICLE SIX

The date of mailing a copy of the plan of merger to the shareholders of each merging subsidiary corporation was Not applicable.

Was written consent for the merger or written waiver of the 30 day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes

(If answer is in the negative, the duplicate originals of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger to the shareholders of each merging subsidiary corporation).

PLAN OF MERGER

(1) The name of the subsidiary corporation is ILLINOIS PRODUCTS COMPANY, and the name of the corporation owning one hundred percent of its shares, which is hereinafter designated as the surviving corporation, is SEALY MATTRESS COMPANY OF ILLINOIS.

(2) The terms and conditions of the proposed merger, and the manner and basis of converting the shares of the subsidiary corporation into shares of the surviving corporation are as follows: Upon the effective date of the merger, each outstanding share of ILLINOIS PRODUCTS COMPANY (all of which are held by the surviving corporation) shall be cancelled, and no shares of the surviving corporation shall be issued therefor.

(3) The merger shall be effective for accounting purposes on April 26, 1974.

ARTICLE SEVEN

(Delete this article if surviving or new corporation is to be governed by the laws of the State of Illinois.)

IN WITNESS WHEREOF, the undersigned corporation has caused these articles of merger to be executed in its name by its President attested by its Secretary, this 25th day of April, 1974.

SEALY MATTRESS COMPANY OF ILLINOIS

By /s/ Burton B. Kaplan
Its (President)

PLACE
(Corporate Seal)
Here

Attest:

Its (Secretary)

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, Verna Cooper, a Notary Public, do hereby certify that on the 25th day of April, A.D. 1974, personally appeared before me Burton B. Kaplan who declares he is President of the corporation, executing the foregoing document, and being first duly sworn, acknowledged that be signed the foregoing articles of merger in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

/s/ Verna Cooper
Notary Public

PLACE
(Notarial Seal)
Here

FORM BCA-55

Date
Paid 12/31/79

(File in Duplicate)

ARTICLES OF AMENDMENT

TO THE

ARTICLES OF INCORPORATION

OF

SEALY MATTRESS COMPANY OF ILLINOIS

(Exact Corporate Name)

To ALAN J. DIXON
Secretary of State
Springfield, Illinois

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 55 of "The Business Corporation Act" of the State of Illinois, hereby executes the following Articles of Amendment:

ARTICLE FIRST: The name of the corporation is:

SEALY MATTRESS COMPANY OF ILLINOIS

ARTICLE SECOND: The following amendment or amendments were adopted in the manner prescribed by "The Business Corporation Act" of the State of Illinois:

See amendments attached hereto and made a part hereof.

ARTICLE THIRD: The number of shares of the corporation outstanding at the time of the adoption of said amendment or amendments was 46,551; and the number of shares of each class entitled to vote as a class on the adoption of said amendment or amendments, and the designation of each such class were as follows:

Class	Number of Shares
Common	46,551

NOTE: On the date of adoption of the amendment an additional shares were held in treasury and not entitled to vote:

Class	Number of Shares
N/A	

ARTICLE FOURTH: The number of shares voted for said amendment or amendments was 46,551; and the number of shares voted against said amendment or amendments was None. The number of shares of each class entitled to vote as a class voted for and against said amendment or amendments, respectively, was:

Class	Number of Shares Voted	
	For	Against
Class voting does not apply to Amendment voted on		

Item 1. On the date of the adoption of this amendment, restating the articles of incorporation, the corporation had shares issued, itemized as follows:

Class	Series (If Any)	Number of Share	Par value per share or statement that shares are without par value
	—		

Item 2. On the date of the adoption of this amendment restating the articles of incorporation, the corporation had a stated capital of $ and a paid-in surplus of $ or a total of $.

RESOLVED, that the Articles of Incorporation of this corporation, as heretofore amended, be further amended in the following respects:

1. Article Five of the Articles of Incorporation of this corporation is amended to read as follows:

ARTICLE FIVE

1. The aggregate number of shares which the corporation is authorized to issue is 130,221 divided into two classes. The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

Class	Series (If Any)	Number of Shares	Par Value Per Share or Statement that Shares are Without Par Value
Preferred	None	30,221	$1.00 par value
Common	None	100,000	Shares are without par value

2. The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

I. Preferred Shares

A. Voting Rights

The Preferred Shares shall have full voting rights, each share to entitle the holder thereof to one vote.

B. Dividends

Commencing on January 1, 1980, the holders of Preferred Shares shall be entitled to receive, out of the surplus or net profits of the corporation, when and as declared by the Board of Directors of the Corporation, dividends at the rate of $13.25 per share per annum (or pro rata share thereof), payable quarterly in priority to any dividends on the common

shares of the Corporation. Such dividends shall be non-cumulative. No dividend shall be paid on the common shares of the Corporation in any fiscal year, unless and until dividends on the Preferred Shares declared for such fiscal year shall have been paid in full.

C. Rights Upon Dissolution.

Upon the dissolution of the Corporation or upon its liquidation, or upon any distribution of its assets by way of return of capital, whether voluntary or involuntary, the holders of Preferred Shares shall be entitled to receive and be paid the sum of $132.50 for each of such Preferred Shares held by them; plus an amount, if any, equal to all unpaid dividends declared thereon before anything shall be paid to or on account of the common shares of the Corporation. The consolidation or merger of the Corporation with any other corporation or corporations shall not be deemed a dissolution, liquidation, or distribution of assets of the Corporation within the meaning of this paragraph.

D. Redemption.

The Preferred Shares shall be redeemable, as a whole at any time or in part from time to time, at the option of the board of directors of the corporation, upon notice given as hereinafter provided, at $132.50 per share, plus an amount equal to all unpaid dividends declared thereon (the “redemption price”). All Preferred Shares so redeemed shall be cancelled and retired in such manner as may be prescribed by law and no Preferred Shares so redeemed shall be reissued.

E. Method of Redemption of Preferred Shares.

The Corporation may elect to redeem and retire all or any part of the outstanding Preferred Shares, in such manner and at such time or times as its board of directors shall determine. The shares to be so redeemed may be selected, by lot, or may be pro rated and may be a redemption in whole or in part from one or more shareholders as the board of directors may determine. In case the Corporation shall elect to redeem and retire all or any of the Preferred Shares, notice of such election shall be given by mailing the same to every holder of record of Preferred Shares any of whose shares are then to be redeemed, on a date not less than 30 days nor more than 60 days prior to the date designated in such notice as the date of the redemption and retirement of Preferred Shares, at the address of such holder as the same shall appear on the books of the Corporation. Such notice shall state that, on the date therein specified, the Corporation will redeem and retire all the Preferred Shares represented by or included in the certificates which shall be specified by number in such notice, or a specified number of such shares, as the case may be, upon the surrender for cancellation, duly endorsed, of the certificate or certificates representing or including the shares to be redeemed and retired. On or after the date fixed in such notice of redemption, each holder of Preferred Shares to be redeemed shall present and surrender his certificate or certificates representing such shares to the Corporation at the place designated in such notice, and thereupon the redemption price of such

shares shall be payable to or on the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled. In case less than all of the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares. From and after the date fixed in any such notice as the date of redemption, all rights of the holders thereof as shareholders of the Corporation, except the right to receive the redemption price, shall cease and determine, and such shares shall not thereafter be transferred on the books of the Corporation, and such shares shall not be deemed to be outstanding for any purpose whatsoever.

The Corporation may, at its option, at any time after such notice of redemption has been given, deposit the redemption price of all shares designated for redemption and not yet redeemed with a bank or trust company in the County of Cook, State of Illinois, as a trust fund for the benefit of the respective holders of the Preferred Shares designated for redemption and not yet redeemed, and from and after the making of such deposit the Preferred Shares designated for redemption shall not be deemed to be outstanding for any purpose whatsoever, and the rights of the holders of such shares shall be limited solely to the right to receive the redemption price of such shares on and after the date designated for the redemption thereof, upon surrendering the certificate or certificates representing the same.

II. Common Shares

A. Voting Rights.

The common shares shall have full voting rights, each share to entitle the holder thereof to one vote.

B. Dividends.

After dividends on the Preferred Shares which have been declared, shall have been paid, the holders of common shares shall be entitled to receive dividends from the remaining surplus of the corporation, when and as such dividends shall be declared by the board of directors.

C. Rights Upon Dissolution.

Upon the dissolution of the Corporation or upon its liquidation, or upon any distribution of its assets by way of return of capital, after payment in full to the holders of Preferred Shares of the Corporation of the sums which such holders are entitled to receive, the holders of common shares shall be entitled to receive and be paid all the remaining assets of the Corporation.

III. Preemptive Rights

No holder of any class of shares of the Corporation shall have any preemptive right or be entitled, as a matter of right, to subscribe for or purchase or receive any part of any unissued shares of stock of any class of the Corporation or of any shares of stock of any class issued and thereafter acquired by the Corporation, whether now authorized or hereafter created, or of any securities of any kind convertible into or

evidencing the right to subscribe for or purchase or receive any shares of stock of any class of the Corporation, whether now authorized or hereafter created, but such additional shares or other securities may be issued or disposed of by the board of directors to such persons, at such prices and on such terms as, in its discretion, it shall deem advisable.

ARTICLE SIX

The class and number of shares which the corporation proposes to issue without further report to the Secretary of State are:

Class of Shares	Number of Shares
Preferred	30,221
Common	16,330

ARTICLE FIFTH: The manner in which the exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for in, or effected by, this amendment, is as follows:

Exchange of 30,221 shares of no par value common stock owned by certain shareholders for 30,221 shares of new $1.00 par value Preferred stock, on the basis of one share of new Preferred for each share of no par value common stock. The total number of shares of all classes issued and outstanding after the exchange will be 16,330 shares of no par value common stock and 30,221 shares of new $1.00 par value Preferred stock. The 30,221 shares of no par value common stock are to be cancelled and the corporation shall have no authority to reissue such shares.

ARTICLE SIXTH: Paragraph 1: The manner in which said amendment or amendments effect a change in the amount of stated capital or the amount of paid-in surplus, or both, is as follows:

The Amendment does not change the amount of stated capital or paid-in surplus.

Paragraph 2: The amounts of stated capital and of paid-in surplus as changed by this amendment are as follows:

	Before Amendment	After Amendment
Stated capital	$	$
Paid-in surplus	$	$

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its President, and its corporate seal to be hereto affixed, attested by its Secretary, this 26th day of December, 1979.

SEALY MATTRESS COMPANY OF ILLINOIS

By /s/ Morris A. Kaplan
Its President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, , a Notary Public, do hereby certify that on the 26th day of December 1979, Morris A. Kaplan personally appeared before me and, being first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Notary Public

Form **BCA 10.30**
(Rev. Jan. 1991)

ARTICLES OF AMENDMENT

FILED
May 3 1993
George H. Ryan
Secretary of State

1. CORPORATE NAME: Sealy Mattress Company of Illinois

(Note 1)

2. MANNER OF ADOPTION AND TEXT OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on April 29, 1993 in the manner indicated below. ("X" one box only)

☐ By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors had elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no , as of the time of adoption of this amendment;

(Note 2)

☐ By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment:

(Note 3)

☐ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment;

(Note 4)

☐ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;

(Note 4)

☒ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(Note 4)

When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article I: The name of the corporation is: no change

(NEW NAME)

Text of Amendment

(Any article being amended is required to be set forth in its entirety)

Article Four of the Articles of Incorporation of the Corporation amended, is hereby amended to read, in its entirety, as follows:

"Article Four

The purpose or purposes for which the Corporation is organized are as follows:

To enter into, promote or conduct any kind of business, contract or undertaking permitted to corporations organized under the Illinois Business Corporation Act (the "Act"), to engage in any lawful act or activity for which corporations may be formed under the Act and, in connection therewith, to exercise all express and incidental powers normally permitted such corporations."

3. The manner in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment is as follows: (*If not applicable, insert "No change")*

No change

4. (a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: (*If not applicable, insert "No change"*)

No change

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: (*If not applicable, insert "No change")*

No change

	Before Amendment	After Amendment
Paid-in Capital	$	$

(Complete either Item 5 or 6 below)

5 The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated April 30, 1993

Sealy Mattress Company of Illinois
(Exact Name of Corporation)

attested by /s/ John D. Moran
(Signature of Secretary or Assistant Secretary)

John D. Moran, Secretary
(Type or Print Name and Title)

by /s/ Douglas R. Schrank
(Signature of President or Vice President)

Douglas R. Schrank, Vice President
(Type or Print Name and Title)

6. If amendment is authorized by the incorporators, the incorporators must sign below.

OR

If amendment is authorized by the directors and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated , 19

Form **BCA-10.30**
(Rev. Jan. 1991)

ARTICLES OF AMENDMENT

File # 2652-589-6

FILED

May 3, 1993

George H. Ryan
Secretary of State

1. CORPORATE NAME: Sealy Mattress Company of Illinois

(Note 1)

2. MANNER OF ADOPTION AND TEXT OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on April 29, 1993 in the manner indicated below. ("X" one box only)

☐ By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued as of the time of adoption of this amendment;

(Note 2)

☐ By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment;

(Note 3)

☐ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment;

(Note 4)

☐ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;

(Note 4)

☒ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(Note 4)

When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article I: The name of the corporation is: no change

3 The manner in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: *(If not applicable, insert "No change")*

No change

4 (a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: *(If not* applicable, *insert "No change")*

No change

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: *(If not applicable, insert "No change")*

No change

	Before Amendment	After Amendment
Paid-in Capital	$	$

(Complete either Item 5 or 6 below)

5 The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated April 30, 1993

Sealy Mattress Company of Illinois
(Exact Name of Corporation)

attested by /s/ John D. Moran
(Signature of Secretary or Assistant Secretary)

by /s/ Douglas R. Schrank
(Signature of President or Vice President)

John D. Moran, Secretary
(Type or Print Name and Title)

Douglas R. Schrank, Sr. Vice President
(Type or Print Name and Title)

6 If amendment is authorized by the incorporators, the incorporators must sign below.

OR

If amendment is authorized by the directors and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated ,

Text of Amendment

(Any article being amended is required to be set forth in its entirety)

Article Four of the Articles of Incorporation of the Corporation amended, is hereby amended to read, in its entirety, as follows:

"Article Four

The purpose or purposes for which the Corporation is organized are as follows:

To enter into, promote or conduct any kind of business, contract or undertaking permitted to corporations organized under the Illinois Business Corporation Act (the "Act"), to engage in any lawful act or activity for which corporations may be formed under the Act and, in connection therewith, to exercise all express and incidental powers normally permitted such corporations."

EXHIBIT 3.55

April 1, 1988

BY-LAWS

OF

SEALY MATTRESS COMPANY OF ILLINOIS

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Illinois shall be located at 208 South LaSalle Street, in the City of Chicago, and the name of the corporation's registered agent is C T Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Illinois as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice of every meeting of shareholders stating the place, date, time and purposes thereof, shall be delivered at least ten but not more than sixty days prior to the date of the meeting, or in the case of a dissolution, merger or consolidation, not less than twenty nor more than sixty days before the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of such action shall be given to all shareholders who did not consent thereto in writing.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Illinois or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors, (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the shareholders or a majority of the directors then in office, although less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Business Corporation Act of 1983 of the State of Illinois as amended from time to time (the “Illinois Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Illinois Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate two or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Illinois law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-Laws, designate such other committees as it may from time to time determine. Each such committee shall consist of two or more directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting — Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds,

contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall

have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law, (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Illinois.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the

corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance, shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of

the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Illinois Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Illinois Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Illinois Statute.

EXHIBIT 3.56

FORM B

BEFORE ATTEMPTING TO EXECUTE THESE BLANKS BE SURE TO READ CAREFULLY THE INSTRUCTIONS ON THE BACK THEREOF.

(THESE ARTICLES MUST BE FILED IN DUPLICATE)

STATE OF ILLINOIS, } ss.

COOK COUNTY

(Do not write in this space)	
Date Paid	3-10-64
Initial License Fee	$ .50
Franchise Tax	$ 13.34
Filing Fee	$ 20.00
Clerk	

To CHARLES F. CARPENTIER, Secretary of State:

We, the undersigned,

Name	Number	Street	Address City	State
Milton A. Levenfeld				

being natural persons of the age of twenty-one years or more and subscribers to the shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation is A . Brandwein & Co.

ARTICLE TWO

The *address* of its initial registered office in the State of Illinois is: 176 West Adams Street Street, in the City of Chicago (3)

(Zone)

County of Cook and the *name* of its initial Registered Agent at *said address* is: Leonard Pressman

ARTICLE THREE

The duration of the corporation is: perpetual

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are:

to manufacture and sell mattresses, box springs, beds and related items, and in connection therewith to buy, sell, lease, mortgage, pledge and otherwise deal with personal property and real estate and to have all of the powers granted to a corporation under the Illinois Business Corporation Act.

ARTICLE FIVE

Paragraph 1: The aggregate number of shares which the corporation is authorized to issue is 100, divided into no classes. The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

Class	Series (If any)	Number of Shares	Par value per share or statement that shares are without par value
Common		100	$ 100 par value

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

ARTICLE SIX

The class and number of shares which the corporation proposes to issue without further report to the Secretary of State, and the consideration (expressed in dollars) to be received by the corporation therefor, are:

Class of shares	Number of shares	Total consideration to be received therefor
:		
Common	10	$ 1,000.00
		$
		$
		$
		$
		$

ARTICLE SEVEN

The corporation will not commence business until at least one thousand dollars has been received as consideration for the issuance of shares.

ARTICLE EIGHT

The number of directors to be elected at the first meeting of the shareholders is: three

ARTICLE NINE

Paragraph 1: It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be $.

Paragraph 2: It is estimated that the value of the property to be located within the State of Illinois during the following year will be $.

Paragraph 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be $.

Paragraph 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be $.

Milton A. Levenfeld } Incorporators

OATH AND ACKNOWLEDGMENT

STATE OF ILLINOIS, } ss.

COOK County

I, Jeanne La Vigne, a Notary Public, do hereby certify that on the 6th day of March,1964, Milton A. Levenfeld personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

/s/ Jeanne La Vigne
Notary Public

EXHIBIT 3.57

April 1, 1988

BY-LAWS

OF

A. BRANDWEIN & CO.

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Illinois shall be located at 208 South LaSalle Street, in the City of Chicago, and the name of the corporation's registered agent is C T Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Illinois as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice of every meeting of shareholders stating the place, date, time and purposes thereof, shall be delivered at least ten but not more than sixty days prior to the date of the meeting, or in the case of a dissolution, merger or consolidation, not less than twenty nor more than sixty days before the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of such action shall be given to all shareholders who did not consent thereto in writing.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Illinois or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors, (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the shareholders or a majority of the directors then in office, although less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Business Corporation Act of 1983 of the State of Illinois as amended from time to time (the “Illinois Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has

such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Illinois Statute,, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate two or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Illinois law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of two or more directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting — Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds,

contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall

have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Illinois.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the

corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance, shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of

the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Illinois Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Illinois Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Illinois Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Illinois Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Illinois Statute.

EXHIBIT 3.58

ARTICLES OF INCORPORATION

OF

SUPER-REST PRODUCTS, INC.

I, the undersigned, of full age, for the purpose of forming a corporation under and pursuant to the provisions of Chapter 100 of the Laws of Minnesota, 1933, known as the Minnesota Business Corporation Act, and laws amendatory thereof and supplementary thereto, do hereby form a body corporate and adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is:

SUPER-REST PRODUCTS, INC.

ARTICLE II

The nature of the business, or objects or purpose to be transacted, promoted or carried on are to do any and all of the things hereinafter set forth to the same extent as natural persons might or could do, in any part of the world, namely:

To buy, sell, export, import, distribute and manufacture bed and other mattresses, bedding and sleeping products of all designs and styles and of any material.

To buy and sell, at wholesale and retail, bedding and sleeping products of every sort and kind.

To import and export, at wholesale and retail, materials of all sorts and kinds used in bedding and sleeping products.

To buy, sell, export, import, distribute and manufacture at wholesale and retail, raw materials, parts or products going into the construction of and used for bedding and sleeping products.

To construct a warehouse for the storing and distribution of materials ordered and to distribute such products from said warehouse.

To buy, sell, import, export, distribute, manufacture, and generally deal at wholesale or retail, in machinery used for the manufacture of furniture, bedding and sleeping products.

To design, assemble, manufacture, sell, import, export, distribute, and generally deal, at wholesale or retail, in furniture and furniture products of all sorts and kinds and for all purposes and to upholster, repair, and refinish furniture.

To buy, sell, manufacture, import, export, distribute and generally deal, at wholesale or retail, in all materials of every sort and kind used in the manufacture of furniture, furniture products and furnishings either as raw material or finished products.

In connection with the foregoing, to engage in any similar business, whether manufacturing, merchandising or otherwise, which in the judgment of the Board of Directors, may be of use or advantage to the corporation, and to manufacture, market or prepare for market any article or thing which the corporation uses in connection with its business.

To purchase, lease or otherwise acquire, hold, improve, sell, lease, mortgage and generally deal in lands and buildings and interest therein, necessary or incidental to the business.

To buy, hold, own, mortgage, exchange, lease, rent, sell, convey and otherwise acquire, dispose of and deal in, operate, manage, improve and develop real property, improved and unimproved, and any interest therein, and buildings, fixtures and other structures therein, and personal property appurtenant thereto or connected therewith; to erect, construct and operate buildings, structures and works of every kind and description, and to reconstruct, renovate, alter, rehabilitate and improve buildings and structures and their appurtenances.

To make, manufacture, produce, purchase and otherwise acquire, hold, own, store, sell and otherwise dispose of, mortgage, pledge, export, import, receive on consignment or otherwise, all on behalf of itself or of others, and in any way deal in goods, wares, merchandise, commodities, and personal property of every kind, nature and description, and to act as manufacturers, importers, exporters, wholesalers, retailers, agents, sales agents, factors, brokers, commission merchants and commission brokers with respect thereto.

To obtain or otherwise acquire from any person, firm, partnership, association, corporation or other legal entity, public or private, domestic or foreign, or from the government of any country, territory, state, municipality or of any political or administrative subdivision or department thereof, and to hold, own, use, exercise, exploit, dispose of and realize upon any and all powers, rights, privileges, immunities, franchises, guarantees, grants and concessions which the corporation may deem desirable, and to undertake and prosecute any business dependent thereon.

To apply for, obtain, register, purchase, lease or otherwise acquire, hold, use, exploit, operate, exercise, develop, manufacture under, introduce, sell, assign, lease, grant licenses in respect of or otherwise dispose of, pledge, or otherwise give liens upon or against, invest, trade and deal in and with or otherwise turn to account and otherwise contract with reference to letters, patents, copyrights, trade-marks and trade names, licenses with respect thereto, and any and all inventions, improvements, apparatus, appliances, increases, formulas, designs or rights used in connection with or secured under letters patent or otherwise, whether of the United States of America or of any other government or country; and to engage in, carry on, conduct, manage and transact any business which may be deemed, directly or indirectly, to aid, effectuate or develop the same or any of them.

To make, enter into and perform contracts and arrangements of every kind and description for any lastful purpose with any person, firm, partnership, association, corporation or other legal entity, public or private, domestic or foreign, and with one government of any country, territory, state, municipality or of any political or administrative subdivision or department thereof.

To borrow and raise money for its corporate purposes, and, without limit as, to amount, to draw, make, accept, indorse, execute, issue and deliver promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of indebtedness of any nature, and to secure the payment thereof and the interest thereon by mortgage upon or pledge, deed, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds, debentures, notes or other obligations or evidences of indebtedness.

To subscribe for, purchase, borrow or otherwise acquire, own, hold, sell, lend, exchange, pledge, hypothecate or otherwise dispose of, invest, trade and deal in and with or otherwise realize upon, alone or in syndicates or otherwise in conjunction with others, stocks, bonds, debentures, notes, acceptances, bills of exchange, warrants, or other securities made, created or issued by any person, firm, partnership, association, corporation, or other legal entity, public or private, domestic or foreign, or by the government of any country, territory, state, municipality or any political or administrative subdivision or department whereas and any and all trust, participation or other certificates of or for, receipts evidencing interest in, any such securities, in whole or in part, its own shares of stock, bonds, debentures, notes, evidence of indebtedness or other securities or to make payment therefore by any other lawful means, and, while the owner or holder of any such securities or of any interest therein, to possess and exercise all the rights, powers and privileges of ownership, including the right to vote thereon for any and all purposes.

To purchase, hold, sell, transfer, reissue or cancel the shares of its own stock or any of its securities or other obligations or any rights therein, provided that it shall not use its funds or property for the purchase of shares of its own capital stock, when such would cause an impairment of the capital, except as otherwise permitted by law; and provided further, that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

To make, enter into and perform any lawful contracts or arrangements for sharing of profits, union of interests, reciprocal concessions or cooperation with any person, firm, partnership, association, corporation or other legal entity, public or private, foreign or domestic, carrying on or proposing to carry on any business or transaction which this corporation is authorized to carry on expressly or by implication, or with the government of any country, territory, state, municipality or political or administrative subdivision or department thereof carrying on or proposing to carry on any such business or transaction.

To have and maintain one or more offices and to conduct and carry on any or all of the operations anywhere in the world.

To create or cause to be organized under the laws of any country, territory, state, or political or administrative subdivision or department thereof, any organization or corporation for the purpose of accumulating any or all of the objects for which this corporation is organized, and to dissolve, wind up, liquidate, merge or consolidate any such corporation or corporations or to cause the name to be dissolved, wound up, liquidated, merged or consolidated.

The foregoing clauses shall be construed, both as objects and powers, and the matters expressed in each clause shall, except as otherwise expressly provided, be in no way limited by reference to or inference from the torch of any other clause, but shall be regarded as independent objects and powers and the emaciation herein of any specific powers shall not be construed to limit or restrict in any manner the exercise by the corporation of the general powers from or hereafter conferred upon corporations by the laws of the State of Minnesota, nor shall expression of one thing be deemed to exclude another of like nature but not expressed.

ARTICLE III

Its duration is perpetual.

ARTICLE IV

The location and post office address of its registered office in this State is 1008 Son Line Building, in the City of Minneapolis, County of Hennepin.

ARTICLE V

The amount of stated capital with which the corporation will begin business is One Thousand Dollars ($1,000.00).

ARTICLE VI

The total authorized number of shares is 2,500, of which 250 shares without par value are designated “Class A Common Shares” and 2,250 without par value are designated “Class B Common Shares.”

The relative rights, preferences and restrictions of the shares of each class shall be in all respects identical, share for share, except that the voting power for the election of directors and for all other purposes shall be vested exclusively in the holders of Class A Common Shares, and except as otherwise permitted by law, the Class B Common Shareholders shall have no voting rights nor be entitled to notice of vestings of Shareholders.

ARTICLE VII

The name and post office address of the incorporated are:

Name	Post Office Address
Leonard Givant	

ARTICLE VIII

The name and post office address of each of the first directors are:

Name	Post Office Address
Morton H. Yulcan	
Helen Yulcan	
Alfred I. Goodman	
Arnold Laven	

and the term of office of each shall be one (1) year and until his successor is elected and qualifies.

ARTICLE IX

The Board of Directors shall have authority to make and alter the By-Laws of the corporation, subject to the powers of the shareholders to change or repeat any such By-Laws; provided however, that the Board of Directors shall not make or alter any By-Laws fixing their member qualifications, classifications or term of office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 31st day of August 1973.

In the presence of

/s/ Leonard Givant (SEAL)
Leonard Givant

STATE OF NEW YORK

SS.

COUNTY OF NEW YORK

On this day of , 1973, personally appeared before me, LEONARD GIVANT, to me known to be the person named in and who executed the foregoing Articles of Incorporation, and he acknowledged this to be of his own free act and deed for the uses and purposes therein expressed.

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF

SUPER-REST PRODUCTS, INC.

We, the undersigned, MORTON H. YULMAN and ARNOLD LAVEN, respectively the president and assistant secretary of SUPER-REST PRODUCTS, INC., a corporation subject to the provisions of Chapter 301, Minnesota Statutes 1953, known as the Minnesota Business Corporation Act, do hereby certify that at a (special) meeting of the shareholders of said corporation, notice of such meeting, proposal to amend and nature of such proposal having been mailed to each shareholder entitled to vote thereon at least ten days prior to such meeting, held at 99 Railroad Avenue, in the city of Albany, County of Albany, State of N.Y. as designated in such notice, on the 8th day of May, 1974, resolutions as hereinafter set forth were adopted by a unanimous vote of said shareholders represented in person or by proxy:

"Resolved that Article VI of the articles or incorporation of Super-Rest Products, Inc. be, and the same hereby (is) (are) amended to read as follows:

Article VI.

(See Rider annexed hereto and made a part hereof.)

Resolved further that the president and assistant secretary of this corporation be and they hereby are, authorized and directed to make, execute and acknowledge a certificate under the corporate seal of this corporation, embracing the foregoing resolutions, and to cause such certificate to be filed for record in the manner required by law.

IN WITNESS WHEREOF, we have subscribed our names and caused the corporate seal of said corporation to be hereto affixed this 8th day of May, 1974.

/s/ Morton H. Yulman

In presence of:

/s/ Rieta Blossom

/s/ Arnold Laven
Assistant Secretary.

STATE OF New York)
) ss.
County of Albany)

Morton H. Yulman and Arnold Laven being first duly sworn, on oath depose and say: that they are respectively the president and assistant secretary of Super-Rest Products, Inc., the corporation named in the foregoing certificate; that said certificate contains a true statement of the action of the shareholders and board of directors of said corporation, duly held as aforesaid; that the seal attached is the corporate seal of said corporation; that said certificate is executed on behalf of said corporation, by its express authority; and they further acknowledge the same to be their free act and deed and the free act and deed of said corporation.

Subscribed and sworn to before me this 8th day of May, 1974

Notary Public Co., N.Y.

My commission expires

SUPER-REST PRODUCTS, INC.

RIDER TO CERTIFICATE OF AMENDMENT

OF ARTICLES OF INCORPORATION

ARTICLE VI, AS AMENDED:

A. The total authorized number of shares is 7,500 of which 5,000 shares without par value are designated “$4 Cumulative Preferred Shares”, 250 shares without par value are designated “Class A Common Shares” and 2,250 shares without par value are designated “Class B Common Shares”.

B. The relative rights, preferences and restrictions of the shares of each class are as follows:

1) The holders of record of the $4 Cumulative Preferred Shares (hereinafter called “Preferred Shares”) shall be entitled to cash dividends when and as declared by the board of directors, at the rate of $4 per share per annum and no more, payable in annual, semi-annual, quarterly or other installments as the board of directors may provide in each year. Such cash dividends on Preferred Shares shall be cumulative so that if for any dividend period cash dividends at the rate of $4 per share per annum shall not have been declared and paid or set apart for payment on the Preferred Shares outstanding, the deficiency shall be declared and paid or set apart for payment prior to the making of any dividend or other distribution on the Common Shares. Cash dividends on the Preferred Shares shall accrue form the date of issue, if that be a dividend date, otherwise from the dividend date next preceding the date of issue of such Preferred Shares. Upon the payment or setting apart for payment of all dividends, current and accumulated, at the rate of $4 per share per annum upon the outstanding Preferred Shares, the directors may declare and pay dividends upon the Common Shares.

2) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the corporation, the holders of record of the outstanding Preferred shares shall be entitled to be paid $100 for each of such Preferred Shares, plus accumulated dividends thereon up to the date of such liquidation, dissolution or winding up of the corporation (whether or not the corporation shall have a surplus or earnings available for dividends) and no more. After payment to the holders of Preferred Shares of the amount payable to them as aforesaid, the remaining assets of the corporation shall be payable to and distributed ratably among the holders of record of the Common Shares.

3) The corporation at its option may redeem the whole or any part (pro-rata or by lot or otherwise as the board of directors may direct) of the Preferred Shares outstanding at any time, by paying therefor in cash $100 per share plus accumulated dividends thereon to the date fixed for such redemption. Notice of such redemption specifying the time and place of redemption shall be mailed to the holders of Preferred shares to be redeemed, at their respective addresses as the same may appear on the records of the corporation no less than 30 and no more than 60 days prior to the date specified for the redemption. From and after the date specified all dividends on the Preferred Shares called for redemption shall cease to accrue and all rights to the holders thereof as stockholders of the corporation, except the right to receive the redemption price, shall cease and terminate.

4) Except as otherwise provided by law, the entire voting power for the election of directors and for all other purposes shall be vested exclusively in the holders of Class A Common shares and the holders of Preferred Shares and of Class B Common Shares shall not be entitled to vote.

5) Distributions of Preferred Shares may, in the discretion of the board of directors, be made to the holders of Common Shares. Distributions of either Class A Common Shares or Class A Common Shares may, in the discretion of the board of directors, be made to the holders of either or both classes of Common Shares.

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF SUPER-REST PRODUCTS, INC.

We, the undersigned, MORTON H. YULMAN and ARNOLD LAVEN, respectively the president and assistant secretary of SUPER-REST PRODUCTS, INC. a corporation subject to the provisions of Chapter 301, Minnesota Statutes 1953, known as the Minnesota Business Corporation Act, do hereby certify that at a xxxxxxx **(strike out one)** (special) meeting of the shareholders of said corporation, notice of such meeting, proposal to amend and nature of such proposal having been mailed to each shareholder entitled to vote thereon at least ten days prior to such meeting, held at 99 Railroad Avenue, in the city of Albany, County of Albany, State of N.Y. as designated in such notice, on the 11th day of December, 1974, resolutions as hereinafter set forth were adopted by a unanimous vote of said shareholders represented in person or by proxy:

"Resolved that Article I of the articles of incorporation of SUPER-REST PRODUCTS, INC. be, and the same hereby (is) xxxxx amended to read as follows:

Article I.

The name of the corporation is **SEALY OF MINNESOTA, INC.**

Resolved further that the president and **assistant** secretary of this corporation be and they hereby are, authorized and directed to make, execute and acknowledge a certificate under the corporate seal of this corporation, embracing the foregoing resolutions, and to cause such certificate to be filed for record in the manner required by law.

IN WITNESS WHEREOF, we have subscribed our names and caused the corporate seal of said corporation to be hereto affixed this 11th day of December, 1974.

In presence of:

/s/ Morton H. Yulman
President

/s/ Rieta Blossom

/s/ Charlotte Heinbach

/s/ Arnold Laven
Assistant Secretary.

AFFIX
CORPORATE
SEAL

NEW YORK

STATE OF XXXXXXXXXX

} ss.

County of NEW YORK

MORTON H. YULMAN and ARNOLD LAVEN being first duly sworn, on oath depose and say: that they are respectively the president and assistant secretary of SUPER-REST PRODUCTS, INC., the corporation named in the foregoing certificate; that said certificate contains a true statement of the action of the shareholders and board of directors of said corporation, duly held as aforesaid; that the seal attached is the corporate seal of said corporation; that said certificate is executed on behalf of said corporation, by its express authority; and they further acknowledge the same to be their free act and deed and the free act and deed of said corporation.

Subscribed and sworn to before me this 11th day of December, 1974

/s/ Morton H. Yulman

/s/ Arnold Laven

/s/

Notary Public Co., xxxxx

N.Y.

xxxx N.Y.

My commission expires

EXHIBIT 3.59

April 1, 1988

BY-LAWS
OF
SEALY OF MINNESOTA, INC.

ARTICLE I
OFFICES

SECTION 1.1 Registered Office. The registered office of the corporation in the State of Minnesota shall be located at 405 Second Avenue South, in the City of Minneapolis, and the name of the corporation's registered agent is C T Corporation System, Inc.

SECTION 1.2 Other Offices. The corporation may have offices at such other places both within or without the State of Minnesota as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1 Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2 Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3 Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4 Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5 Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
DIRECTORS

SECTION 3.1 Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Minnesota or shareholders of this corporation.

SECTION 3.2 Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3 Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4 Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Business Corporation Act of the State of Minnesota as amended from time to time (the “Minnesota Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6 Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7 Presumption of Assent. Unless otherwise provided by the Minnesota Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8 Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9 Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate one or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Minnesota law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10 Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11 Quorum and Manner of Acting—Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12 Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1 Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2 Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3 Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4 Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent

of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5 President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6 Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7 Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The

Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8 Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such share-holder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9 Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10 Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11 Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1 Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1 Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board Of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2 Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Minnesota.

SECTION 6.3 Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4 Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5 Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of

Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6 Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1 Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2 Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3 Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such

proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Minnesota Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Minnesota Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2 Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Minnesota Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Minnesota Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3 Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4 Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Minnesota Statute.

EXHIBIT 3.60

ARTICLES OF INCORPORATION

OF

THE STEARNS & FOSTER UPHOLSTERY FURNITURE COMPANY

THE UNDERSIGNED, desiring to form a corporation for profit, under Section 1701.01 et. seq. of the Ohio General Corporation Law, does hereby certify:

FIRST: The name of said corporation shall be THE STEARNS & FOSTER UPHOLSTERY FURNITURE COMPANY.

SECOND: The place in the State of Ohio where its principal office is to be located is 1501 Bond Court Building, 1300 East Ninth Street, Cleveland, Ohio 46114.

THIRD: The purpose for which it is formed is to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98 inclusive of the Ohio General Corporation Law.

FOURTH: The authorized number of shares of the corporation is 1000 shares of Common Stock, $1.00 par value per Share (the “Common Stock”).

FIFTH: The amount of stated capital with which the corporation will begin business is One Thousand Dollars ($1000.00).

SIXTH: The following provisions are hereby agreed to for the purpose of defining, limiting and regulating the exercise of the authority of the corporation, or of the directors, or of all of the shareholders:

The corporation may in its regulations confer powers upon its board of directors in addition to the powers and authorities conferred upon it expressly by Sections 1701.01 et. seq. of the Ohio General Corporation Law.

Any meeting of the shareholders or the board of directors may be held at any place within or without the State of Ohio in the manner provided for in the regulations of the corporation.

Any amendments to the articles of incorporation may be made from time to time, and any proposal or proposition requiring the action of shareholders may be authorized from time to time by the affirmative vote of the holders of shares entitling them to exercise a majority of the voting power of the corporation.

SEVENTH: The corporation reserves the right to amend, alter, change or repeat any provision contained in its articles of incorporation, in the manner now or hereafter prescribed by Sections 1701.01 et seq. of the Ohio General Corporation Law, and all rights conferred upon shareholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 27th day of November, 1984.

/s/ Thomas L. Smudz

(Name of Incorporator)
THOMAS L. SMUDZ

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of The Stearns & Foster Upholstery Furniture Company, hereby appoint Perry E. Doermann to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served.

The complete address of the agent is: 1501 Bond Court Building, 1300 East Ninth Street, Cleveland, Cuyahoga County, Ohio 44114.

Date: September 21, 1984

/s/ Thomas L. Smudz
Thomas L. Smudz

Incorporated

Incorporated

Incorporated

CERTIFICATE OF AMENDMENT
BY SHAREHOLDERS TO ARTICLES OF

THE STEARNS & FOSTER UPHOLSTERY FURNITURE COMPANY
(Name of Corporation)

645107
(charter number)

Kenneth L. Walker, who is the V.P., General Counsel & Secretary of the above named Ohio corporation organized for profit, does hereby certify that: (Please check the appropriate box and complete the appropriate statements.)

☐ a meeting of the shareholders was duly called and held on , at which meeting a quorum the shareholders was present in person or by proxy, and that by the affirmative vote of the holders of shares entitling them to exercise % of the voting power of the corporation,

☒ In a writing signed by all the shareholders who would be entitled to notice of a meeting held or that purpose, the following resolution to amend the articles was adopted:

RESOLVED, that the Articles of Incorporation of The Stearns & Foster Upholstery Furniture Company (the "Company") be amended to change the name of the Company from The Stearns & Foster Upholstery Furniture Company to: North American Bedding Company.

RESOLVED, that the Company's Articles of Incorporation be amended by deleting from the First Article the name of "The Stearns & Foster Upholstery Furniture Company" and substituting therefor the name "North American Bedding Company".

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the corporation, has hereunto subscribed his name on April 27, 2001.

Signature: /s/ Kenneth L. Walker
Title: Vice President, General Counsel & Secretary

EXHIBIT 3.61

4/1/88

BY-LAWS
OF
THE STEARNS & FOSTER UPHOLSTERY FURNITURE COMPANY

ARTICLE I

OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Ohio shall be located at 815 Superior Avenue, N.E., in the City of Cleveland, and the name of the corporation's registered agent is C T Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Ohio as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or, subject to the provisions of Ohio law, decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Ohio or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Ohio General Corporation Law as amended from time to time (the “Ohio Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors unless a greater number is required by law or the articles of incorporation. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Ohio Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate three or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Ohio law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of three or more directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting — Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV

OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of. Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for

shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V

CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Ohio.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required, by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such

appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII

GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. Unless otherwise provided in the Ohio Statute or the articles of incorporation, these by-laws may be altered or repealed by majority vote of the shareholders.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. In addition to any indemnification provision in the articles of incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal,

administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Ohio Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section .8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Ohio Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Ohio Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Ohio Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Ohio Statute.

EXHIBIT 3.62

ARTICLES OF INCORPORATION

OF

OMT CORP.

THE UNDERSIGNED, desiring to form a corporation for profit, under Sections 1701.01 et seq. of the Revised Code of Ohio, does hereby certify:

FIRST: The name of said corporation shall be OMT CORP.

SECOND: The place in the State of Ohio where its principal office is to be located is 1501 Bond Court Building, 1300 East Ninth Street, Cleveland, in Cuyahoga County.

THIRD: The purpose for which it is formed is to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98 inclusive of the Revised Code of Ohio.

FOURTH: The authorized number of shares of the corporation is 1000 shares of Common Stock, with a par value of $1.00 (the “Common Stock”).

FIFTH: The amount of stated capital with which the corporation will begin business is One Thousand Dollars ($1000.00).

SIXTH: The following provisions are hereby agreed to for the purpose of defining, limiting and regulating the exercise of the authority of the corporation, or of the directors, or of all of the shareholders:

The corporation may in its regulations confer powers upon its board of directors in addition to the powers and authorities conferred upon it expressly by Sections 1701.01 et seq. of the Revised Code of Ohio.

Any meeting of the shareholders or the board of directors may be held at any place within or without the State of Ohio in the manner provided for in the regulations of the corporation.

Any amendments to the articles of incorporation may be made from time to time, and any proposal or proposition requiring the action of shareholders may be authorized from time to time by the affirmative vote of the holders of shares entitling them to exercise a majority of the voting power of the corporation.

SEVENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in its articles of incorporation, in the manner now or hereafter prescribed by Sections 1701.01 et seq. of the Revised Code of Ohio, and all rights conferred upon shareholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 6th day of July, 1984.

/s/ Sherry S. Treston
Sherry S. Treston

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of OMT Corp. (Name of Corporation), _____, hereby appoint Perry E. Doermann (Name of Agent) to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served.

The complete address of the agent is 1501 Bond Court Building, 1300 East Ninth Street, (Street)

Cleveland, (City or Village) Cuyahoga County, Ohio 44714 (Zip Code)

Date: July 16, 1984

/s/ Sherry S. Treston
(Incorporator)
Sherry S. Treston

(Incorporator)

(Incorporator)

(Incorporator)

Instructions

1) Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent, R.C. 1701.04(C), 1702.04(C).

2) The statutory agent for a corporation may be (a) a natural person who is a resident of Ohio or (b) an Ohio corporation or a foreign corporation licensed in Ohio which has a business address in this state and is explicitly authorized by its articles of incorporation to act as a statutory agent, R.C. 1701.07(A), 1702.06(A).

3) The agent's complete street address must be given: a post office box number is not acceptable, R.C. 1701.01(C), 1702.06(C).

4) An original appointment of agent form must be signed by at least a majority of the incorporators of the corporation, R.C. 1701.07(B), 1702.06(B).

Certificate of Amendment

By Shareholders

to the Articles of Incorporation of

OMT Corp.

(Name of Corporation)

Malcolm Candlish, who is ☒ Chairman of the Board ☒ President ☐ Vice President (Check one)

and John D. Moran, who is ☐ Secretary ☒ Assistant Secretary (Check one)

of the above named Ohio corporation for profit with its principal location at 1228 Euclid Ave., 10th Floor, OH

Cleveland, Ohio do hereby certify that: (check the appropriate box and complete the appropriate statements) 44115

☐ a meeting of the shareholders was duly called for the purpose of adopting this amendment and held on , 19 , at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise % of the voting power of the corporation.

☒ in a writing signed by all of the shareholders who would be entitled to notice of a meeting held for that purpose,

the following resolution to amend the articles was adopted:

RESOLVED, that Article I of the Company's Amended Articles of Incorporation be amended and the same is hereby amended to read as follows:

"The name of the corporation shall be Sealy, Inc.
(hereinafter called the "Corporation").

IN WITNESS WHEREOF, the above named officers, acting for and on the behalf of the corporation, have hereto subscribed their names this 6th day of March, 1990

BY /s/ Malcolm Candlish
(Chairman President or Vice President)

BY /s/ John D. Moran
(Secretary or Assistant Secretary)

NOTE: Ohio law does not permit one officer to sign in two capacities. Two separate signatures are required, even if this necessitates the election of a second officer before the filing can be made.

EXHIBIT 3.63

CODE OF REGULATIONS
OF
SEALY, INC.

ARTICLE I

OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Ohio shall be located at 815 Superior Avenue, N. E., in the City of Cleveland, and the name of the corporation's registered agent is CT Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Ohio as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Tuesday in April of each year or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the stockholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of stockholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of stockholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the stock entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the stockholders of the corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of such action shall be given to all stockholders who did not consent thereto in writing.

ARTICLE III

DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the stockholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Ohio or stockholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the Board of Directors. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the stockholders or a majority of the directors then in office, although less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this Code of Regulations, immediately after, and at the same place as, the annual meeting of stockholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the General Corporation Law of the State of Ohio as amended from time to time (the “Ohio Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such directors business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date or place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Ohio Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action Without Meeting. Unless otherwise restricted by the certificate of incorporation or these Code of Regulations, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these Code of Regulations, designate one or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Ohio law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these Code of Regulations, designate such other committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting-Committees. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these Code of Regulations or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV

OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and stockholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these Code of Regulations or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officers or agent of the corporation. The Chairman may sign, pursuant to Section 6.1. hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The Chairman in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1. hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4. hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1. hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these Code of Regulations, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1. hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2. of these Code of Regulations; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these Code of Regulations. The Treasurer may sign, pursuant to Section 6.1. hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the stockholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Code of Regulations or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these Code of Regulations; (e) keep a register of the post office addresses of each stockholder, director and committee member that shall from time to time be furnished to the Secretary by such stockholder, director or member, (f) sign, pursuant to Section 6.1. hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the president or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1. hereof certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V

CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

STOCK RECORDS AND TRANSFERS

SECTION 6.1. Stock Certificates. Every stockholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the Chairman, (if a Chairman shall have been elected), the president or any elected Vice President, and by the Treasurer of the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such stockholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share of shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Ohio.

SECTION 6.3. Lost Certificates. Any person claiming a stock certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Stock. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any stockholder may enter into an agreement with other stockholders or with the corporation providing for reasonable limitation or restriction on the right of such stockholder to transfer shares of capital stock of the corporation held by such stockholder, including, without limiting the generality of the foregoing, agreements granting to such other stockholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII

GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance, shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident of the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendment to Code of Regulations. These Code of Regulations may be altered or repealed by the stockholders or the Board of Directors.

ARTICLE VIII

INDEMNIFICATION AND NSURANCE

SECTION 8.1. Right to Indemnification. In addition to the indemnification provided in the articles of incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee

or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Ohio Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Ohio Statute requires, the payment of such expenses incurred by a director of officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2. or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1. is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Ohio Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Ohio Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Code of Regulations, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Ohio Statute.

EXHIBIT 3.64

State of North Carolina
Department of The Secretary of State

Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57C-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: **SEALY TECHNOLOGY LLC**

2. If the limited liability company is to dissolve by a specific date, the latest date on which the limited liability company is to dissolve: (*If no date for dissolution is specified, there shall be no limit on the duration of the limited liability company*.) **N/A**

3. The name and address of each person executing these articles of organization is as follows: (*State whether each person is executing these articles of organization in the capacity of a member, organizer or both*).

   THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

4. The street address and county of the initial registered office of the limited liability company is:

   Number of Street: **225 Hillsborough Street**
   City, State, Zip Code: **Raleigh, North Carolina 27603** County: **Wake**

5. The mailing address ***if different from the street address*** of the initial registered office is:

6. The name of the initial registered agent is: **CT CORPORATION SYSTEM**

7. Check one of the following:

   ☒ (i) ***Member-managed LLC:*** all members by virtue of their status as members shall be managers of this limited liability company.

   ☐ (ii) ***Manager-managed LLC***: except as provided by N.C.G.S. Section 57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members.

8. Any other provisions which the limited liability company elects to include are attached.

9. These articles will be effective upon filing, unless a date and/or time is specified.

This is the 9th day of November, 1999.

THE OHIO MATTRESS COMPANY
LICENSING AND COMPONENTS GROUP

/s/ Kenneth L. Walker
Signature

Kenneth L. Walker
V.P., General Counsel & Secretary
Type or Print Name and Title

NOTES:

1. Filing fee is $125. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.

EXHIBIT 3.65

OPERATING AGREEMENT

OF

SEALY TECHNOLOGY, LLC

(A North Carolina Limited Liability Company)

EXECUTED: APRIL 1, 2003

EFFECTIVE: APRIL 1, 2003

Table of Contents

ARTICLE I—FORMATION OF THE COMPANY 1
- 1.1 Formation 1
- 1.2 Name 1
- 1.3 Registered Office and Registered Agent 1
- 1.4 Principal Place of Business 1
- 1.5 Purposes and Powers 1
- 1.6 Term 1
- 1.7 Nature of Member's Interest 2

ARTICLE II—DEFINITIONS 2

ARTICLE III—MANAGEMENT OF THE COMPANY 2
- 3.1 Management 2
- 3.2 Indemnification for Management Services 3

ARTICLE IV—RIGHTS AND OBLIGATIONS OF MEMBER 3
- 4.1 Name and Address of Member 3
- 4.2 Limited Liability 3

ARTICLE V—CAPITAL CONTRIBUTIONS AND LOANS 3

ARTICLE VI—ALLOCATIONS, ELECTIONS AND REPORTS 3

ARTICLE VII—DISTRIBUTIONS 3

ARTICLE VIII—DISSOLUTION AND LIQUIDATION OF THE COMPANY 4
- 8.1 Dissolution Events 4
- 8.2 Liquidation 4
- 8.3 Articles of Dissolution 4

ARTICLE IX—MISCELLANEOUS 5
9.1 Records 5
9.2 Survival of Rights 5
9.3 Interpretation and Governing Law 5
9.4 Severability 5
9.5 Agreement in Counterparts 5
9.6 Creditors Not Benefited 5

Attachments:

Schedule I Name, address, Capital Contribution and Membership Interest of the Sole Member

OPERATING AGREEMENT

OF

SEALY TECHNOLOGY, LLC

THIS OPERATING AGREEMENT OF SEALY TECHNOLOGY, LLC (the "Company"), a limited liability company organized pursuant to the North Carolina Limited Liability Company Act, is executed effective as of the date set forth on the cover page of this Agreement. THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP ("Member") is the sole member of the Company. Solely for federal and state tax purposes and pursuant to Treasury Regulations Section 301.7701, the Member and the Company intend the Company to be disregarded as an entity that is separate from the Member. For all other purposes (including, without limitation, limited liability protection for the Member from Company liabilities), however, the Member and the Company intend the Company to be respected as a separate legal entity that is separate and apart from the Member.

ARTICLE I—FORMATION OF THE COMPANY

1.1 Formation. *The Company was formed on November 14, 1999 upon the filing with the Secretary of State of the Articles of Organization of the Company.*

1.2 Name. *The name of the Company is as set forth on the cover page of this Agreement. The Member may change the name of the Company from time to time as it deems advisable, provided appropriate amendments to this Agreement and the Articles of Organization and necessary filings under the Act are first obtained.*

1.3 Registered Office and Registered Agent. *The Company's registered office within the State of North Carolina and its registered agent at such address shall be as the Member may from time to time deem necessary or advisable.*

1.4 Principal Place of Business. *The principal place of business of the Company within the State of North Carolina shall be at such place or places as the Member may from time to time deem necessary or advisable.*

1.5 Purposes and Powers.

(a) The purpose of the Company shall be to engage in any lawful business for which limited liability companies may be organized under the Act.

(b) The Company shall have any and all powers that are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the Act.

1.6 Term. *The Company shall continue in existence until it is dissolved and its affairs wound up in accordance with the provisions of this Agreement or the Act.*

1.7 Nature of Member's Interest. *The interest of the sole Member in the Company shall be personal property for all purposes. Legal title to all Company assets shall be held in the name of the Company.*

ARTICLE II—DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the North Carolina Limited Liability Company Act, as the same may be amended from time to time.

"Agreement" means this Operating Agreement, as amended from time to time.

"Articles of Organization" means the Articles of Organization of the Company filed with the Secretary of State, as amended or restated from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (and any corresponding provisions of succeeding law).

"Manager" means the Member.

"Member" means THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP.

"Person" means an individual, a trust, an estate, a domestic corporation, a foreign corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, a foreign limited liability company, an unincorporated association or another entity.

"Property" means (i) any and all property acquired by the Company, real and/or personal (including, without limitation, intangible property) and (ii) any and all of the improvements constructed on any real property.

"Secretary of State" means the Secretary of State of North Carolina.

"Treasury Regulations" means the Income Tax Regulations and Temporary Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE III—MANAGEMENT OF THE COMPANY

3.1 Management. *The Member, by virtue of its status as the sole Member, shall be the Manager of the Company. Except as otherwise expressly provided in this Agreement, the Articles of Organization or the Act, all decisions with respect to the management of the business and affairs of the Company shall be made by the Manager or, if the Manager so delegates, by a Board of Directors each of whom shall be appointed and removed by the Manager. The sole Member or the Board of Directors may appoint or remove officers to manage and control the day to day business, operations and affairs of the Company in the ordinary course of its business and shall have such other powers and duties as may be prescribed by the Manager or the Board of Directors.*

3.2 Indemnification for Management Services. *The Company shall indemnify the Manager, as well as any directors, officers or authorized delegatee(s) in connection with their services to the Company to the fullest extent permitted or required by the Act, as amended from time to time, and the Company may advance expenses incurred by such person upon the approval of the Manager (or the Member in the event of an advance to the Manager), upon the receipt by the Company of a signed statement agreeing to reimburse the Company for such advance in the event it is ultimately determined that such party is not entitled to be indemnified by the Company against such expenses.*

ARTICLE IV—RIGHTS AND OBLIGATIONS OF MEMBER

4.1 Name and Address of Member. *The name, address and Membership Interest of the Member is reflected in Schedule I attached hereto.*

4.2 Limited Liability. *The Member shall not be required to make any contribution to the capital of the Company except as set forth in Schedule I nor shall the Member in its capacity as such be bound by, or personally liable for, any expense, liability or obligation of the Company except to the extent of its interest in the Company and the obligation to return distributions made to her under certain circumstances as required by the Act. The Member shall be under no obligation to restore a deficit capital account upon the dissolution of the Company or the liquidation of Membership Interest.*

ARTICLE V—CAPITAL CONTRIBUTIONS AND LOANS

The Member has contributed property to the Company as the initial Capital Contribution as set forth opposite its name on Schedule I attached hereto.

ARTICLE VI—ALLOCATIONS, ELECTIONS AND REPORTS

All allocations of profit and loss of the Company and all assets and liabilities of the Company shall, solely for state and federal tax purposes, be treated as that of the Member pursuant to Treasury Regulations Section 301.7701, but for no other purpose (including, without limitation, limited liability protection for the Member from Company liabilities).

ARTICLE VII—DISTRIBUTIONS

Distributions of assets shall be made on such basis and at such time as determined by the Member.

ARTICLE VIII—DISSOLUTION AND LIQUIDATION OF THE COMPANY.

8.1 Dissolution Events. *The Company will be dissolved upon the happening of any of the following events:*

(a) All or substantially all of the assets of the Company are sold, exchanged or otherwise transferred (unless the Member has elected to continue the business of the Company);

(b) The Member signs a document stating its election to dissolve the Company;

(c) The entry of a final judgment, order or decree of a court of competent jurisdiction adjudicating the Company to be bankrupt and the expiration without appeal of the period, if any, allowed by applicable law in which to appeal; or

(d) The entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the Act.

8.2 Liquidation. *Upon the happening of any of the events specified in Section 8.1 and, if applicable, the failure of the Member to continue the business of the Company, the Member, or any liquidating trustee designated by the Member, will commence as promptly as practicable to wind up the Company's affairs unless the Member or the liquidating trustee (either, the "Liquidator") determines that an immediate liquidation of Company assets would cause undue loss to the Company, in which event the liquidation may be deferred for a time determined by the Liquidator to be appropriate. Assets of the Company may be liquidated or distributed in kind, as the Liquidator determines to be appropriate. The Member will continue to be entitled to Company cash flow and Company profits during the period of liquidation. The proceeds from liquidation of the Company and any Company assets that are not sold in connection with the liquidation will be applied in the following order of priority:*

(a) To payment of the debts and satisfaction of the other obligations of the Company, including without limitation debts and obligations to the Member;

(b) To the establishment of any reserves deemed appropriate by the Liquidator for any liabilities or obligations of the Company, which reserves will be held for the purpose of paying liabilities of obligations and, at the expiration of a period the Liquidator deems appropriate, will be distributed in the manner provided in Section 8.2(c); and, thereafter

(c) To the Member.

8.3 Articles of Dissolution. *Upon the dissolution and commencement of the winding up of the Company, the Member shall cause Articles of Dissolution to be executed on behalf of the Company and filed with the Secretary of State, and the Member shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution of the Company.*

ARTICLE IX—MISCELLANEOUS

9.1 Records. *The records of the Company will be maintained at the Company's principal place of business or at any other place the Member selects, provided the Company keeps at its principal place of business the records required by the Act to be maintained there.*

9.2 Survival of Rights. *Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.*

9.3 Interpretation and Governing Law. *When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa. The masculine gender shall include the feminine and neuter. The Article and Section headings or titles shall not define, limit, extend or interpret the scope of this Agreement or any particular Article or Section. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina without giving effect to the conflicts of laws provisions thereof.*

9.4 Severability. *If any provision, sentence, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to Persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby.*

9.5 Agreement in Counterparts. *This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.*

9.6 Creditors Not Benefited. *Nothing in this Agreement is intended to benefit any creditor of the Company. No creditor of the Company will be entitled to require the Member to solicit or accept any loan or additional capital contribution for the Company or to enforce any right which the Company may have against a Member, whether arising under this Agreement or otherwise.*

[signature page to follow]

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, has caused this Agreement to be duly executed as of the 1st day of April, 2003.

THE OHIO MATTRESS COMPANY LICENSING
AND COMPONENTS GROUP

By /s/ Kenneth L. Walker
Name: Kenneth L. Walker
Title: Vice President, General Counsel & Secretary

SCHEDULE I

Name and Address of Member	Membership Interest
THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP One Office Parkway Trinity, NC 27370	100%
TOTAL —	100%

EXHIBIT 3.66

ARTICLES OF INCORPORATION
OF
SEALY REAL ESTATE, INC.

The undersigned hereby submits these Articles of Incorporation for the purpose of forming a business corporation under and by virtue of the laws of the State of North Carolina.

I.

The name of the corporation is Sealy Real Estate, Inc.

II.

The corporation shall have authority to issue one thousand (1,000) shares of Common Stock.

III.

The address of the initial registered office of the corporation in the State of North Carolina is One Office Parkway, Trinity, North Carolina, 27370; and the name of its initial registered agent at such address is Kenneth L. Walker (Randolph County).

IV.

To the full extent from time to time permitted by law, no person who is serving or who has served as a director of the corporation shall be personally liable in any action for monetary damages for breach of his or her duty as a director, whether such action is brought by or in the right of the corporation or otherwise. Neither the amendment or repeal of this Article, nor the adoption of any provision of these Articles of Incorporation inconsistent with this Article, shall eliminate or reduce the protection afforded by this Article to a director of the corporation with respect to any matter which occurred, or any cause of action, suit or claim which but for this Article would have accrued or risen, prior to such amendment, repeal or adoption.

V.

The name and address of the incorporator are as follows:

Name	Address
Kathleen G. Conti	P.O. Box 831 Raleigh, N.C. 27602

This the 20th day of May, 1999.

/s/ Kathleen G. Conti (SEAL)
Kathleen G. Conti, Incorporator

EXHIBIT 3.67

BYLAWS

OF

SEALY REAL ESTATE, INC.

Effective May 21, 1999

TABLE OF CONTENTS TO BYLAWS

OF

SEALY REAL ESTATE, INC.

ARTICLE 1 – OFFICES 1

Section 1. Principal and Registered Office 1
Section 2. Other Offices 1

ARTICLE 2 – MEETINGS OF SHAREHOLDERS 1

Section 1. Place of Meeting 1
Section 2. Annual Meeting 1
Section 3. Substitute Annual Meeting 1
Section 4. Special Meetings 1
Section 5. Notice of Meetings 1
Section 6. Quorum 2
Section 7. Shareholders' List 2
Section 8. Voting of Shares 2
Section 9. Action Without Meeting 3

ARTICLE 3 – BOARD OF DIRECTORS 3

Section 1. General Powers 3
Section 2. Number, Term and Qualification 3
Section 3. Removal 3
Section 4. Vacancies 3
Section 5. Compensation 4

ARTICLE 4 – MEETINGS OF DIRECTORS 4

Section 1. Annual and Regular Meetings 4
Section 2. Special Meetings 4
Section 3. Notice of Meetings 4
Section 4. Quorum 4
Section 5. Manner of Acting 4
Section 6. Presumption of Assent 4
Section 7. Action Without Meeting 5
Section 8. Meeting by Communications Device 5

ARTICLE 5 – COMMITTEES 5

Section 1. Election and Powers 5
Section 2. Removal, Vacancies 6

Section 3. Meetings 6
Section 4. Minutes 6

ARTICLE 6 – OFFICERS 6

Section 1. Titles 6
Section 2. Election; Appointment 6
Section 3. Removal 6
Section 4. Vacancies 6
Section 5. Compensation 6
Section 6. Chairman of the Board of Directors 6
Section 7. President 7
Section 8. Vice Presidents 7
Section 9. Secretary 7
Section 10. Assistant Secretaries 7
Section 11. Treasurer 7
Section 12. Assistant Treasurers 8
Section 13. Voting Upon Stocks 8

ARTICLE 7 – CAPITAL STOCK 8

Section 1. Certificates 8
Section 2. Transfer of Shares 8
Section 3. Transfer Agent and Registrar 8
Section 4. Regulations 8
Section 5. Fixing Record Date 9
Section 6. Lost Certificates 9

ARTICLE 8 – INDEMNIFICATION OF DIRECTORS AND OFFICERS 9

Section 1. Indemnification Provisions 9
Section 2. Definitions 9
Section 3. Settlements 10
Section 4. Litigation Expense Advances 10
Section 5. Approval of Indemnification Payments 10
Section 6. Suits by Claimant 10
Section 7. Consideration Personal Representatives and Other Remedies 11
Section 8. Scope of Indemnification Rights 11

ARTICLE 9 – GENERAL PROVISIONS 11

Section 1. Dividends and other Distributions 11
Section 2. Seal 11
Section 3. Waiver of Notice 11
Section 4. Checks 11
Section 5. Fiscal Year 11
Section 6. Amendments 11
Section 7. Shareholders' Agreement 12

BYLAWS

OF

SEALY REAL ESTATE, INC.

ARTICLE 1 – OFFICES

Section 1. Principal and Registered Office. The principal office of the corporation shall be located at One Office Parkway, Trinity, North Carolina, 27370. The registered office of the corporation may, but need not, be the same as the principal office.

Section 2. Other Offices. The corporation may have offices at such other places, either within or without the State of North Carolina, as the board of directors may from time to time determine.

ARTICLE 2 – MEETINGS OF SHAREHOLDERS

Section 1. Place of Meeting. Meetings of shareholders shall be held at the principal office of the corporation, or at such other place, either within or without the State of North Carolina, as shall be designated in the notice of the meeting.

Section 2. Annual Meeting. The annual meeting of shareholders shall be held on any day (except Saturday, Sunday, or a holiday) prior to April 15 of each year, for the purpose of electing directors of the corporation and the transaction of such other business as maybe properly brought before the meeting.

Section 3. Substitute Annual Meeting. If the annual meeting is not held on the day designated by these bylaws, a substitute annual meeting may be called in accordance with Section 4 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. Special Meetings. Special meetings of the shareholders may be called at any time by the president or the board of directors, and must be called and held within thirty days of demand therefor, if the holders of at least ten percent of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the corporation's secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held.

Section 5. Notice of Meetings. At least ten and no more than sixty days prior to any annual or special meeting of shareholders, the corporation shall notify shareholders of the date, time and place of the meeting and, in the case of a special or substitute annual meeting or where otherwise required by law, shall briefly describe the purpose or purposes of the meeting. Only business within the purpose or purposes described in the notice may be conducted at a special meeting. Unless otherwise required by the articles of incorporation or by law (for example, in the event of a meeting to consider the adoption of a plan of merger or share

exchange, a sale of assets other than in the ordinary course of business or a voluntary dissolution), the corporation shall be required to, give notice only to shareholders entitled to vote at the meeting. If an annual or special shareholders' meeting is adjourned to a different date, time or place, notice thereof need not be given if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed pursuant to Article 7, Section 5 hereof, notice of the adjourned meeting shall be given to persons who are shareholders as of the new record date. It shall be the primary responsibility of the secretary to give the notice, but notice may be given by or at the direction of the president or other person or persons calling the meeting. If mailed, such notice shall be deemed to be effective when deposited in the United States mail with postage thereon prepaid, correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

Section 6. Quorum. A majority of the votes entitled to be cast by a-voting group on a matter, represented in person or by proxy at a meeting of shareholders, shall constitute a quorum for that voting group for any action on that matter, unless quorum requirements are otherwise fixed by a court of competent jurisdiction acting pursuant to Section 55-7-03 of the General Statutes of North Carolina. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and any adjournment thereof, unless a new record date is or must be set for the adjournment. Action maybe taken by a voting group at any meeting at which a quorum of that voting group is represented, regardless of whether action is taken at that meeting by any other voting group. In the absence oaf quorum at the opening of any meeting of shareholders, such meeting maybe adjourned from time to time by a vote of the majority of the shares voting on the motion to adjourn.

Section 7. Shareholders' List. After a record date is fixed for a meeting, the secretary of the corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the shareholders' meeting. Such list shall be arranged by voting group (and within each voting group by class or series of shares) and shall show the address of and number of shares held by each shareholder. The shareholders' list shall be made available for inspection by any shareholder beginning two business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the corporation's principal office or at such other place identified in the meeting notice in the city where the meeting will be held. The corporation shall make the shareholders' list available at the meeting, and any shareholder or his agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment

Section 8. Voting of Shares. Except as otherwise provided by the articles of incorporation or by law, each outstanding share of voting capital stock of the corporation shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Unless otherwise provided in the articles of incorporation or by law, cumulative voting for directors shall not be allowed. Action on a matter by a voting group for which a quorum is present is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the vote of a greater number is required by law or by the articles of incorporation. Voting on all matters shall be by voice vote or by a show of hands, unless the holders of one-tenth of the shares represented. at the meeting shall demand a ballot vote on a particular matter. Absent special circumstances, the shares of the corporation are not entitled to vote if they are owned, directly or indirectly, by a second corporation, domestic or foreign, and the corporation owns, directly or indirectly, a majority of the shares entitled to vote for directors of the second corporation, except that this provision shall not limit the power of the corporation to vote shares held by it in a fiduciary capacity.

Section 9. Action Without Meeting. Any action which the shareholders could take at a meeting may be taken without a meeting if one or more written consents, setting forth the action taken, shall be signed, before or after such action, by all the shareholders who would be entitled to vote upon the action at a meeting. The consent shall be delivered to the corporation for inclusion in the minutes or filing with the corporate records. If by law, the corporation is required to give its nonvoting shareholders written notice of the proposed action, it shall do so at least 10 days before the action is taken, and such notice must contain or be accompanied by the same material that would have been required by law to be sent to nonvoting shareholders in a notice of meeting at which the proposed action would have been submitted to the shareholders for action.

ARTICLE 3 – BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed under the direction of the board of directors except as otherwise provided by the articles of incorporation or by a valid shareholders' agreement.

Section 2. Number, Term and Qualification. The number of directors of the corporation shall consist of one or more individuals. The shareholders at any annual meeting may by resolution fix the number of directors to be elected at the meeting; but in the absence of such resolution, the number of directors elected at the meeting shall constitute the number off directors of the corporation until the next annual meeting of shareholders, unless the number is changed prior to such meeting by action of the shareholders. The Board of Directors shall have the authority to increase or decrease by thirty percent within any twelve-month period the number of directors. Each director's term shall expire at the annual meeting next following the director's election as a director, provided, that notwithstanding the expiration of the term of the director, the director shall continue to hold office until a successor. is elected and qualifies. or until his death, resignation, removal or disqualification or-until-there is a decrease in the number of directors. Directors need not be residents of the State of North Carolina or shareholders of the corporation unless the articles of incorporation so provide.

Section 3. Removal. Directors may be removed from office with or without cause (unless the articles of incorporation provide that directors may be removed only for cause) provided the notice of the shareholders' meeting at which such action is to be taken states that a purpose of the meeting is removal of the director and the number of votes cast to remove the director exceeds the number of votes cast not to remove him.

Section 4. Vacancies. Except as otherwise provided in the articles of incorporation, a vacancy occurring in the board of directors, including, without limitation, a vacancy resulting from an increase in the number of directors or from the failure by the shareholders to elect the full authorized number of directors, may be filled by a majority of the remaining directors or by the sole director remaining in office. The shareholders may elect a director at anytime to fill a vacancy not filled by the directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 5. Compensation. The directors shall not receive compensation for their services as such, except that by resolution of the board of directors, the directors maybe paid fees, which may include but are not restricted to fees for attendance at meetings of the board or of a committee, and they maybe reimbursed for expenses of attendance. Any director may serve the corporation in any other capacity and receive compensation therefor.

ARTICLE 4 – MEETINGS OF DIRECTORS

Section 1. Annual and Regular Meetings. The annual meeting of the board of directors shall be held immediately following the annual meeting of the shareholders. The board of directors may by resolution provide for the holding of regular meetings of the board on specified dates and at specified times. Notice of regular meetings held at the principal office of the corporation and at the usual scheduled time shall not be required. If any date for which a regular meeting is scheduled shall be a legal holiday, the meeting shall beheld on a date designated in the notice of the meeting, if any, during either the same week in which the regularly scheduled date falls or during the preceding or following week. Regular meetings of the board shall be held at the principal office of the corporation or at such other place as may be designated in the notice of the meeting.

Section 2. Special Meetings. Special meetings of the board of directors may be called by or at the request of the chairman of the board, the president or any two directors. Such meetings may be held at the time and place designated in the notice of the meeting.

Section 3. Notice of Meetings. Unless the articles of incorporation provide otherwise, the annual and regular meetings of the board of directors may be held without notice of the date, time, place or purpose of the meeting. The secretary or other person or persons calling a special meeting shall give notice by any usual means of communication to be sent at least two days before the meeting if notice is sent by means of telephone, telecopy or personal delivery and at least five days before the meeting if notice is sent by mail. A director's attendance at, or participation in, a meeting for which notice is required shall constitute a waiver of notice, unless the director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 4. Quorum. Except as otherwise provided in the articles of incorporation, a majority of the directors in office shall constitute a quorum for the transaction of business at a meeting of the board of directors.

Section 5. Manner of Acting. Except as otherwise provided in the articles of incorporation, the affirmative vote oaf majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 6. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken is deemed to have assented to the action taken unless he objects at the beginning of the meeting (or

promptly upon arrival) to holding, or transacting business at, the meeting, or unless his dissent or abstention is entered in the minutes of the meeting or unless he shall file written notice of his dissent or abstention to such action with the presiding officer of the meeting before its adjournment or with the corporation immediately after adjournment of the meeting. The right of dissent or abstention shall not apply to a director who voted in favor of such action.

Section 7. Action Without Meeting. Unless otherwise provided in the articles of incorporation, action required or permitted to be taken at a meeting of the board of directors may be taken without a meeting if the action is taken by all members of the board. The action must be evidenced by one or more written consents signed by each director before or after such action, describing the action taken, and included in the minutes or filed with the corporate records. Action taken without a meeting is effective when the last director signs ns the consent, unless the consent specifies a different effective date.

Section 8. Meeting by Communications Device. Unless otherwise provided in the articles of incorporation, the board of directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of; any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE 5 – COMMITTEES

Section 1. Election and Powers. Unless otherwise provided by the articles of incorporation or the bylaws, a majority of the board of directors may create one or more committees and appoint two or more directors to serve at the pleasure of the board on each such committee. To the extent specified by the board of directors or in the articles of incorporation, each committee shall have and may exercise the powers of the board in the management of the business and affairs of the corporation, except that no committee shall have authority to do the following:

(a) Authorize distributions.

(b) Approve or propose to shareholders action required to be approved by shareholders.

(c) Fill vacancies on the board of directors or on any of its committees.

(d) Amend the articles of incorporation.

(e) Adopt, amend or repeal the bylaws.

(f) Approve a plan of merger not requiring shareholder approval.

(g) Authorize or approve the reacquisition of shares, except according to a formula or method prescribed by the board of directors.

(h) Authorize or approve the issuance, sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares, except that the board of directors may authorize a committee (or a senior executive officer of the corporation) to do so within limits specifically prescribed by the board of directors.

Section 2. Removal, Vacancies. Any member of a committee may be removed at any time with or without cause, and vacancies in the membership of a committee by means of death, resignation, disqualification or removal shall be filled by a majority of the whole board of directors.

Section 3. Meetings. The provisions of Article 4 governing meetings of the board of directors, action without meeting, notice, waiver of notice and quorum and voting requirements shall apply to the committees of the board and its members.

Section 4. Minutes. Each committee shall keep minutes of its proceedings and shall report thereon to the board of directors at or before the next meeting of the board.

ARTICLE 6 – OFFICERS

Section 1. Titles. The officers of the corporation shall be a president, a secretary and a treasurer and may include a chairman of the board of directors, one or more executive vice president, one or more vice presidents, a controller, one or more assistant secretaries, one or more assistant treasurers, one or more assistant controllers and such other officers as shall be deemed necessary. The officers shall have the authority and perform the duties as set forth herein or as from time to time may be prescribed by the board of directors or by the president (to the extent that the president is authorized by the board of directors to prescribe the authority and duties of officers). Any two or more offices may be held by the same individual, but no officer may act in more than one capacity where action of two or more officers is required.

Section 2. Election; Appointment. The officers of the corporation shall be elected from time to time by the board of directors or appointed from time to time by the president (to the extent that the president is authorized by the board to appoint officers).

Section 3. Removal. Any officer may be, removed by the board at any time with or without cause whenever in its judgment the best interests of the corporation will be served, but removal shall not itself affect the officer's contract rights, if any, with the corporation.

Section 4. Vacancies. Vacancies among the officers may be filled and new offices may be created and filled by the board of directors, or by the president (to the extent authorized by the board).

Section 5. Compensation. The compensation of the officers shall be fixed by, or under the direction of, the board of directors.

Section 6. Chairman of the Board of Directors. The chairman of the board of directors, if such officer is elected, shall preside at meetings of the board of directors and shall have such other authority and perform such other duties as the board of directors shall designate.

Section 7. President. The president shall be in general charge of the affairs of the corporation in the ordinary course of its business and shall preside at meetings of the shareholders. The president may perform such acts, not inconsistent with applicable law or the provisions of these bylaws, as may be performed by the president of a corporation and may sign and execute all authorized notes, bonds, contracts and other obligations in the name of the corporation. The president shall have such other powers and perform such other duties as the board of directors shall designate or as may be provided by applicable law or elsewhere in these bylaws.

Section 8. Vice Presidents. An executive vice president, if such officer is elected or appointed, shall exercise the powers of the president during that officer's absence or inability to act. In default of both the president and the executive vice president, any other vice president may exercise the powers of the president. Any action taken by a vice president in the performance of the duties, of the president shall be presumptive evidence of the absence or inability to act of the president at the time, the action was taken. The vice presidents, if such officers are elected or appointed, shall have such other powers and perform such other duties as may be assigned by the board of directors or by the president (to the extent that the president is authorized by the board of directors to prescribe the authority and duties of other officers).

Section 9. Secretary. The secretary shall keep accurate records of the acts and proceedings of all meetings of shareholders and of the board of directors and shall give all notices required by law and by these bylaws. The secretary shall have general charge of the corporate books and records and shall have the responsibility and authority to maintain and authenticate such books and records. The secretary shall have general charge of the corporate seal and shall affix the corporate seal to any lawfully executed instrument requiring it. The secretary shall have general charge of the stock transfer books of the corporation and shall keep at the principal office of the corporation a record of shareholders, showing the name and address of each shareholder and the number and class of the shares held by each. The secretary shall sign such instruments as may require the signature of the secretary, and in general shall perform the duties incident to the office of secretary and such other duties as may be assigned from time to time by the board of directors or the president (to the extent that the president is authorized by the board of directors to prescribe the authority and duties of other officers).

Section 10. Assistant Secretaries. Each assistant secretary, if such officer is elected, shall have such powers and perform such. duties as may be assigned by the board of directors or the president (if authorized by the board of directors to prescribe the authority and duties of other officers), and the assistant secretaries shall exercise the powers of the secretary during that officer's absence or inability to act.

Section 11. Treasurer. The treasurer shall have custody of all funds and securities belonging to the corporation and shall receive, deposit or disburse the same under the direction of the board of directors. The treasurer shall keep full and accurate accounts of the finances of the corporation, which may be consolidated or combined statements of the corporation and one or more of its subsidiaries as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of cash flows for the year unless that information appears elsewhere in the financial statements. If financial statements are prepared for the corporation on the basis of generally accepted accounting principles, the

annual financial statements must also be prepared on that basis, The corporation shall mail the annual financial statements, or a written notice of their availability, to each shareholder within 120 days of the close of each fiscal year. The treasurer shall in general perform all duties incident to the office and such other duties as may be assigned from time to time by the board of directors or the president (to the extent that the president is authorized by the board of directors to prescribe the authority and duties of other officers).

Section 12. Assistant Treasurers. Each assistant treasurer, if such officer is elected, shall have such powers and perform such duties as may be assigned by the board of directors or the president (to the extent that the president is authorized by the board of directors to prescribe the authority and duties of other officers), and the assistant treasurers shall exercise the powers of the treasurer during that officer's absence or inability to act.

Section 13. Voting Upon Stocks. Unless otherwise ordered by the board of directors, the president shall have full power and authority in behalf of the corporation to attend, act and vote at meetings of the shareholders of any corporation in which this corporation may hold stock, and at such meetings shall possess and may exercise any and all rights and powers incident to the ownership of such stock and which, as the owner, the corporation might have possessed and exercised if present. The board of directors may by resolution from time to time confer such power and authority upon any other person or persons.

ARTICLE 7 – CAPITAL STOCK

Section 1. Certificates. Shares of the capital stock of the corporation shall be represented by certificates. The name and address of the persons to whom shares of capital stock of the corporation are issued, with the number of shares and date of issue, shall be entered on the stock transfer records of the corporation. Certificates for shares of the capital stock of the corporation shall be in such form not inconsistent with the articles of incorporation of the corporation as shall be approved by the board of directors. Each certificate shall be signed (either manually or by facsimile) by (a) the president or any vice president and by the secretary, assistant secretary, treasurer or assistant. treasurer or (b) any two officers designated by the board of directors. Each certificate may be sealed with the seal of the corporation or a facsimile thereof.

Section 2. Transfer of Shares. Transfer of shares shall be made on the stock transfer records of the corporation, and transfers shall be made only upon surrender of the certificate for the shares sought to be transferred by the recordholder or by a duly authorized agent, transferee or legal representative. All certificates surrendered for transfer or reissue shall be canceled before new certificates for the shares shall be issued.

Section 3. Transfer Agent and Registrar. The board of directors may appoint one or more transfer agents and one or more registrars of transfers and may require all stock certificates to be signed or countersigned by the transfer agent and registered by the registrar of transfers.

Section 4. Regulations. The board of directors may make rules and regulations as it deems expedient concerning the issue, transfer and registration of shares of capital stock of the corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other purpose, the board of directors may fix in advance a date as the record date for the determination of shareholders, The record date shall be not more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders` meeting shall be effective for any adjournment of the meeting unless the board of directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed for the determination of shareholders, the record date shall be the day the notice of the meeting is mailed or the day the action requiring a determination of shareholders is taken. If no record date is fixed for action without a meeting, the record date for determining shareholders entitled to take action without a meeting shall be the date the first shareholder signs a consent to the action taken.

Section 6. Lost Certificates. The board of directors must authorize the issuance of anew certificate in place of a certificate claimed to have been lost, destroyed or wrongfully taken, upon receipt of (a) an affidavit from the person explaining the loss, destruction or wrongful taking, and (b) a bond from the claimant in a sum as the corporation may reasonably direct to indemnify the corporation against loss from any claim with respect to the certificate claimed to have been lost, destroyed or wrongfully taken. The board of directors may, in its discretion, waive the affidavit and bond and authorize the issuance of a new certificate in place of a certificate claimed to have been lost, destroyed or wrongfully taken.

ARTICLE 8 – INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Indemnification Provisions. Any person who at any time serves or has served as a director or officer of the corporation or of any wholly owned subsidiary of the corporation, or in such capacity at the request of the corporation for any other foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or as a trustee or administrator under any employee benefit plan of the corporation or of any wholly owned subsidiary thereof (a "Claimant"), shall have the right to be indemnified .and held harmless by the corporation to the fullest extent from time to-time permitted by law against all liabilities and litigation expenses (as hereinafter defined) in the event a claim shall be made or threatened against that person in, or that person is made or threatened to be made a party to, any threatened, pending or completed action, suit: or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the corporation, including all appeals therefrom (a "proceeding"), arising out of such service; provided, that such indemnification shall notice effective with respect to (a) that portion of any liabilities or litigation expenses with respect to which the Claimant is entitled to receive payment under any insurance policy or (b) any liabilities or litigation expenses incurred on account of any of the Claimant's activities which were at the time taken known or believed by the Claimant to be clearly in conflict with the best interests of the corporation.

Section 2. Definitions. As used in this Article, (a) "liabilities" shall include, without limitation, (1) payments in satisfaction of any judgment, money decree, excise tax, fine or penalty for which Claimant had become liable in any proceeding and (2) payments in

settlement of any such proceeding subject, however, to Section 3 of this Article 8; (b) "litigation expenses" shall include, without limitation, (1) reasonable costs and expenses and attorneys' fees and expenses actually incurred by the Claimant in connection with any proceeding and (2) reasonable costs and expenses and attorneys' fees and expenses in connection with the enforcement of rights to the indemnification granted hereby or by applicable law, if such enforcement is successful in whole or in part; and (c) "disinterested directors" shall mean directors who are not party to the proceeding in question.

Section 3. Settlements. The corporation shall not be liable to indemnify the Claimant for any amounts paid in settlement of any proceeding effected without the corporation's written consent. The corporation will not unreasonably withhold its consent to any proposed settlement.

Section 4. Litigation Expense Advances.

(a) Except as provided in subsection (b) below, any litigation expenses shall be advanced to any Claimant within 30 days of receipt by the secretary of the corporation of a demand therefor, together with an undertaking by or on behalf of the Claimant to repay to the corporation such amount unless it is ultimately determined that the Claimant is entitled to be indemnified by the corporation against such expenses. The secretary shall promptly forward notice of the demand and undertaking immediately to all directors of the corporation.

(b) Within 10 days after mailing of notice to the directors pursuant to subsection. (a) above, any disinterested director may, if desired, call a meeting of all disinterested directors to review the reasonableness of the expenses so requested. No advance shall be made if a majority of the disinterested directors affirmatively determines that the item of expense is unreasonable in amount; but if the disinterested directors determine that a portion of the expense item is reasonable, the corporation shall advance such portion.

(c) Without limiting the rights contained in subsection (a) above, the board of directors may take action to advance any litigation expenses to a Claimant upon receipt of an undertaking by or on behalf of the Claimant to repay to the corporation such amount unless it is ultimately determined that the Claimant is entitled to be indemnified by the corporation against such expenses.

Section 5. Approval of Indemnification Payments. Except. as provided in Section 4 of this Article, the board of directors of the corporation shall take all such action as may be necessary and appropriate to authorize the corporation to pay the indemnification required by Section 1 of this Article, including, without limitation, making a good faith evaluation of the manner in which the Claimant. acted and of the reasonable amount of indemnity due the Claimant. In taking any such action, any Claimant who is a director of the corporation shall not be entitled to vote on any matter concerning such Claimant's right to indemnification.

Section 6. Suits by Claimant. No Claimant shall be entitled to bring suit against the corporation to enforce his tights under this Article until sixty days after a written claim has been received by the corporation, together with any undertaking to repay as required by Section

4 of this Article. It shall be a defense to any such action that the Claimant's liabilities or litigation expenses were incurred on account of activities described in clause (b) of Section 1, but the burden of proving this defense shall be on the corporation. Neither the failure of the corporation to determine that indemnification of the Claimant is proper, nor determination by the corporation that indemnification is not due because of application of clause (b) of Section 1 shall be a defense to the action or create a presumption that the Claimant has not met the applicable standard of conduct.

Section 7. Consideration Personal Representatives and Other Remedies. Any Claimant. who during such time as this Article or corresponding provisions of predecessor bylaws is or has been in effect serves or has served in any of the capacities described in Section I shall be deemed to be doing so or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein or therein. The right of indemnification provided herein or therein shall inure to the benefit of the legal representatives of any Claimant hereunder, and the right shall not be exclusive of any other rights to which the Claimant or legal representative maybe entitled apart from this Article.

Section 8. Scope of Indemnification Rights. The rights granted herein shall not be limited by the provisions of Section 55-8-51 of the General Statutes of North Carolina or any successor statute.

ARTICLE 9 – GENERAL PROVISIONS

Section 1. Dividends and other Distributions. The board of directors may from time to time declare and the corporation may pay dividends or make other distributions with respect to its outstanding shares in the manner and upon the terms and conditions provided by law.

Section 2. Seal. The seal of the corporation shall be any form approved from time to time or at any time by the board of directors.

Section 3. Waiver of Notice. Whenever notice is required to be given to a shareholder, director or other person under the provisions of these bylaws, the articles of incorporation or applicable law, a waiver in writing signed by the person or persons entitled to the notice, whether before or after the date and time stated in the notice, and delivered to the corporation shall be equivalent to giving the notice.

Section 4. Checks. All checks, drafts or orders for the payment of money shall be signed by the officer or officers or other individuals that the board of directors may from time to time designate,

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors.

Section 6. Amendments. Unless otherwise provided in the articles of incorporation or a bylaw adopted by the shareholders or bylaw, these bylaws may be amended or repealed by the board of directors, except that a bylaw adopted, amended or repealed by the shareholders may not be readopted, amended or repealed by the board of directors if neither the

articles of incorporation nor a bylaw adopted by the shareholders authorizes the board of directors to adopt, amend or repeal that particular bylaw or the bylaws generally. These bylaws may be amended or repealed by the shareholders even though the bylaws may also be amended or repealed by the board of directors. A bylaw that fixes a greater quorum or voting requirement for the board of directors may be amended or repealed (a) if originally adopted by the shareholders, only by the shareholders, unless such bylaw as originally adopted by the shareholders provides that such bylaw may be amended or repealed by the board of directors or (b) if originally adopted by the board of directors, either by the shareholders or by the board of directors. A bylaw that fixes a greater quorum or voting requirement may not be adopted by the board of directors by a vote less than a majority of the directors then in office and may not itself be amended by a quorum or vote of the directors less than the quorum or vote prescribed in such bylaw or prescribed by the shareholders.

Section 7. Shareholders' Agreement. In the event of a conflict between these bylaws and a valid shareholders' agreement, the shareholders' agreement shall control.

THIS IS TO CERTIFY that the above bylaws of Sealy Real Estate, Inc., were adopted by the Board of Directors of the corporation by action without a meeting effective May 21, 1999.

This 21st day of May, 1999.

/s/ Kenneth L. Walker
Kenneth L. Walker, Secretary

[Corporate Seal]

Exhibit 3.68

CERTIFICATE
OF
AMENDED ARTICLES OF INCORPORATION
OF

Sealy Mattress Company of Puerto Rico (formerly Ohio-Sealy Mattress Manufacturing Co.)
(Name of Corporation)

Thomas L. Smudz, who is
☐ Chairman of the Board
☐ President
☒ Vice President
(*check one*),

and John D. Moran, who is
☐ Secretary
☒ Assistant Secretary
(*check one*)

of the above named Ohio corporation for profit with its principal location at Cleveland, Ohio do hereby certify that: (*check the appropriate box and complete the appropriate statements*)

☐ a meeting of the shareholders was duly called and held on , 19 , at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise % of the voting power of the corporation,

☒ in a writing signed by all of the shareholders who would be entitled to a notice of a meeting held for that purpose,

the following Amended Articles of Incorporation were adopted to supersede and take the place of the existing Articles and all amendments thereto:

AMENDED ARTICLES OF INCORPORATION

FIRST: The name of the corporation is Sealy Mattress Company of Puerto Rico

SECOND: The place in the State of Ohio where its principal office is located is the City of Cleveland, Cuyahoga County.

THIRD: The purposes of the corporation are as follows:

To engage in any lawful act or activity for which a corporation may be formed in Ohio.

FOURTH: The number of shares which the corporation is authorized to have outstanding is 1,000 shares of common stock with a par value of $1.00 per share.

FIFTH: These amended articles of incorporation take the place of and supersede the existing articles of incorporation as heretofore amended.

IN WITNESS WHEREOF, the above named officers, acting for and on behalf of the corporation, have subscribed their names this 28th day of January, 1988.

/s/ Thomas L. Smudz
(Chairman, President or Vice President)

/s/ John D. Moran
(Secretary or Assistant Secretary)

NOTE: Ohio law does not permit one officer to sign in two capacities. Two separate signatures are required, even if this ecessitates the election of a second officer before the filing can be made.

EXHIBIT 3.69

4/1/88

BY-LAWS
OF
SEALY MATTRESS COMPANY OF PUERTO RICO

ARTICLE I

OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Ohio shall be located at 815 Superior Avenue, N.E., in the City of Cleveland, and the name of the corporation's registered agent is C T Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Ohio as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the share-holders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or, subject to the provisions of Ohio law, decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Ohio or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Ohio General Corporation Law as amended from time to time (the “Ohio Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors unless a greater number is required by law or the articles of incorporation. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Ohio Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate three or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Ohio law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of three or more directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting – Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV

OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated. by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for

shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof., the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The president shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation; the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V

CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Ohio.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss. theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such

appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII

GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. Unless otherwise provided in the Ohio Statute or the articles of incorporation, these by-laws may be altered or repealed by majority vote of the shareholders.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. In addition to any indemnification provision in the articles of incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal,

administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Ohio Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Ohio Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Ohio Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Ohio Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Ohio Statute.

EXHIBIT 3.70

ARTICLES OF INCORPORATION

OF

SEALY MATTRESS COMPANY OF FORT WORTH

We, the undersigned natural persons of the age of eighteen years or more, acting as incorporators of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is SEALY MATTRESS COMPANY OF FORTH WORTH.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose or purposes for which the corporation is organized are:

To engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is Five Thousand (5,000) of the par value of One Dollar ($1.00) each.

ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand Dollars ($1,000), consisting of money, labor done or property actually received, which sum is not less than One Thousand Dollars ($1,000).

ARTICLE SIX

The street address of its initial registered office is Republic National Bank Building, c/o CT Corporation System, Dallas, Texas 75201, and the name of its initial registered agent at such address is CT CORPORATION SYSTEM.

ARTICLE SEVEN

The number of directors of the corporation may be fixed by the bylaws.

The number of directors constituting the initial board of directors is Three (3) and the name and address of each person who is to serve as director until the first annual meeting of the shareholders or until a successor is elected and qualified are:

NAME	ADDRESS
Ernest M. Wuliger	
Allan M. Unger	
Frank J. Cerralvo	

ARTICLE EIGHT

The names and addresses of the incorporators are:

NAME	ADDRESS
Anthony J. Poli	
Michael P. Nakon	
Gil S. Apelis	

ARTICLE NINE

No shareholder of this corporation shall by reason of his holding shares of any class have any pre-emptive or preferential right to purchase or subscribe to any shares of any class of this corporation, now or hereafter to be authorized, or any notes, debentures, bonds, or other securities convertible into or carrying options or warrants to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares, or such notes, debentures, bonds or other securities, would adversely affect the dividend or voting rights of such shareholder, other than such rights, if any, as the board of directors, in its discretion from time to time may grant, and at such price as the board of directors in its discretion may fix; and the board of directors may issue shares of any class of this corporation, or any notes, debentures, bonds, or other securities convertible into or carrying options or warrants to purchase shares of any class, without offering any such shares of any class, either in whole or in part, to the existing shareholders of any class.

IN WITNESS WHEREOF, we have hereunto set our hands, this 17th day of November, 1975.

/s/ Anthony J. Poli
Anthony J. Poli

/s/ Michael P. Nakon

/s/ Gil S. Apelis
Gil S. Apelis

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

I, Joyce Butcho, a notary public do hereby certify that on this 17th day of November, 1975, personally appeared before me, Anthony J. Poli, Michael P. Nakon and Gil S. Apelis, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

/s/ Joyce Butcho
Notary Public

(Notary Seal)

SEALY MATTRESS COMPANY OF FORT WORTH

ARTICLES OF AMENDMENT

ARTICLE ONE

The name of the corporation is SEALY MATTRESS COMPANY OF FORTH WORTH.

ARTICLE TWO

The following amendment to the Articles of Incorporation was adopted on August 24, 1982.

Article one is amended to read:

"The name of the corporation is OHIO-SEALY MATTRESS MANUFACTURING CO.—FORT WORTH."

ARTICLE THREE

The number of shares of the corporation outstanding and entitled to vote at the time of such adoption was 5,000.

ARTICLE FOUR

The number of shares voted for such amendment was 5,000: no shares voted against such amendment.

/s/ Ronald E. Trzcinski
Ronald E. Trzcinski, President

/s/ Perry E. Doermann
Perry E. Doermann, Secretary

Sworn 8/25/82
to: _____
(date)

/s/ Michael S. Golenberke
Notary Public

(SEAL)

To the Secretary of State
of the State of Texas:

CT Corporation System, as the registered agent for the domestic and foreign corporations named on the attached list submits the following statement for the purpose of changing the registered office for such corporations, in the State of Texas:

1. The name of the corporation is See attached list
2. The post office address of its present registered office is Republic National Bank Building, c/o CT Corporation System, Dallas, Texas 75201
3. The post office address to which its registered office is to be changed is 1601 Elm Street, c/o CT Corporation System, Dallas, Texas 75201
4. The name of its present registered agent is CT CORPORATION SYSTEM
5. The name of its successor registered agent is CT CORPORATION SYSTEM
6. The Post office address of its registered office and the post office address of the business office of its registered agent, as changed, will be identical.
7. Notice of this change of address has been given in writing to each corporation named on the attached list 10 days prior to the date of filing of this certificate.

Dated January 6, 1985

CT CORPORATION SYSTEM

By: /s/ Virginia Colvell
Its Vice President

STATE OF NEW YORK)

COUNTY OF NEW YORK)

I, Regina M. Dunn a notary public, do hereby certify that on this 27th day of December 1984, personally appeared before me Virginia Colvell who being by me first duly sworn, declared that she is the Vice President of CT Corporation System, that she signed the foregoing document as Vice President of the corporation, and that the statements therein contained are true.

/s/ Regina M. Dunn
Notary Public

OHIO – SEALY MATTRESS MANUFACTURING CO. – FT. WORTH
AMENDMENTS TO ARTICLES OF INCORPORATION

ARTICLE ONE

The name of the corporation is OHIO – SEALY MATTRESS MANUFACTURING CO. – FT. WORTH.

The following amendment to the Articles of Incorporation was adopted December 29, 1999 by the Board of Directors of Ohio-Sealy Mattress Manufacturing Co.-Ft. Worth which stated that no shares were exchanged or issued.

Article One is amended to read:

The name of the corporation is "SEALY TEXAS MANAGEMENT, INC."

ARTICLE TWO

The street address of its initial registered office is Republic National Building, c/o CT Corporation System, Dallas, Texas 75201 and the name of its initial registered agent at such address is CT CORPORATION SYSTEM.

Article Six is amended to read:

"The street address of its registered office and agent is CT Corporation Trust Company, 350 N. ST. Paul Street, Dallas, Texas 75201".

/s/ Kenneth L. Walker
Kenneth L. Walker
Secretary

EXHIBIT 3.71

April 1, 1988

BY-LAWS
OF
THE OHIO-SEALY MATTRESS MANUFACTURING CO. — FORT WORTH

ARTICLE I
OFFICES

SECTION 1.1 Registered Office. The registered office of the corporation in the State of Texas shall be located at 1601 Elm Street, Dallas Texas 75201, and the name of the corporation's registered agent is CT Corporation System.

SECTION 1.2 Other Offices. The corporation may have offices at such other places both within and without the State of Texas as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1 Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2 Special Meetings. Special meetings of the shareholders for any purposes or purposes may be called and the time, date and location thereof designated by the, Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3 Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than fifty days before the date of the meeting.

SECTION 2.4 Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by-proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5 Action By Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
DIRECTORS

SECTION 3.1 Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Texas or shareholders of this corporation.

SECTION 3.2 Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3 Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4 Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5 Special Meetings. Special meetings of the Board of Directors may be called by Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Business Corporation Act of the State of Texas as amended from time to time (the “Texas Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6 Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of she directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7 Presumption of Assent. Unless otherwise provided by the Texas Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8 Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9 Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate one or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Texas law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10 Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11 Quorum and Manner of Acting — Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12 Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1 Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2 Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3 Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4 Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.l hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for

shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5 President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6 Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7 Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation, as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8 Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9 Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10 Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11 Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1 Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1 Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2 Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Texas.

SECTION 6.3 Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4 Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5 Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the, capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of

Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6 Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1 Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2 Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance, shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3 Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders or Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other

enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Texas Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Texas Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to-be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2 Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Texas Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Texas Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3 Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4 Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Statute.

Exhibit 3.72

RESTATED CHARTER

OF

SLUMBER PRODUCTS CORPORATION

UNDER SECTION 48-1-304 OF THE GENERAL CORPORATION ACT

Pursuant to the provisions of Section 48-1-304 of the Tennessee General Corporation Act, the undersigned corporation adopts the following restated charter:

PART I:

1. The name of the corporation is Slumber Products Corporation.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be 4120 Air Trans Road, County of Shelby.

4. The corporation is for profit.

5. The purpose or purposes for which the corporation is organized are: manufacturing, processing, buying, selling, dealing and trading in mattresses, pillows and, all other merchandise of every class and description.

The foregoing clause shall be liberally construed both as to the objects and powers and it is hereby specifically provided that the foregoing enumeration of specific powers of this corporation shall not be held to limit or restrict in any manner the powers of this corporation.

6. The maximum number of shares which the corporation shall have authority to issue is One Thousand (1,000) shares, with One Hundred Dollar ($100.00) par value.

7. The corporation will not commence business until consideration of One Thousand Dollars ($1,000.00) has been received for the issuance of shares.

8. Cumulative Voting—Each holder of record of stock of the corporation possessing voting power shall be entitled to as many votes as shall be equal to the number of shares of stock multiplied by the number of directors to be elected and he may cast all such votes for a single director or may distribute them among the number to be voted for or any two or more of them as he may see fit.

9. Other provisions: none.

PART II:

1. The date the original charter was filed by the Secretary of State was May 29, 1933.

2. The restated charter restates the text of the charter, as previously amended, without making any further amendment or change and was duly authorized at a meeting of the directors on September 17, 1986, and at a meeting of the shareholders on September 17, 1986.

Dated: September 17, 1986.

SLUMBER PRODUCTS CORPORATION

BY: /s/ Howard Loveless
Howard Loveless, President

ARTICLE OF AMENDMENT TO THE CHARTER

OF

SLUMBER PRODUCTS CORPORATION

Pursuant to the provisions of Section 48-303 of the Tennessee General Corporation Act, the undersigned corporation adopts the following amendment to its charter:

1. The name of the corporation is Slumber Products Corporation.

2. The amendment adopted is "RESOLVED, that the Company's Charter be amended to change the name of the Company from Slumber Products Corporation to Sealy Mattress Company of Memphis."

3. The amendment was duly adopted by the unanimous written consent of the sole stockholder on January 11, 1988.

4. If a corporation for profit, the manner, if not set forth in such amendment, in which any exchange, reclassification or cancellation of issued shares provided for in the amendment shall be effected is as follows (if applicable, insert "None"):

None

5. If the amendment is not to be effective when these articles are filed by the Secretary of State, the date it will be effective is , 19 (not later than thirty (30) days after such filing).

Dated: February 3, 1988

Slumber Products Corporation

/s/ Thomas L. Smudz

By Thomas L. Smudz Vice President Finance

EXHIBIT 3.73

April 1, 1988

BY-LAWS OF SEALY MATTRESS COMPANY OF MEMPHIS

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Tennessee shall be located at 6th Floor, First Tennessee Bank Building, in the City of Knoxville, and the name of the corporation's registered agent is CT Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall he signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Tennessee or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Business Corporation Act of the State of Tennessee as amended from time to time (the “Tennessee Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Tennessee Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate one or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Tennessee law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such ether committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve for such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting – Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and

employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds, contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected) shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate for such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Tennessee.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares; Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent

as a security holder to any action proposed to be taken by such company. At any such meting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership,., joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided however that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided however that, if the Tennessee Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Tennessee Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Tennessee Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Statute.

EXHIBIT 3.74

ARTICLES OF INCORPORATION
OF

BROWN RELIABLE BEDDING COMPANY
(Company, Corporation or Incorporated)

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a corporation for profit under the provisions of Act No. 327 of the Public Acts of 1931, known as the Michigan General Corporation Act, as follows:

ARTICLE I.

The name of the corporation is Brown Reliable Bedding Company.

ARTICLE II.

The purpose or purposes of this corporation are as follows:

To manufacture, buy, sell and generally deal in mattresses, studio couches, divans, studio lounge beds, sofa beds, chairs, bed springs, box springs, foundation units, pillows, cushions, comforts, similar and related articles, all articles, materials and supplies used in connection with the manufacture of any of the foregoing items and all other types of furniture; and to acquire by purchase, lease or otherwise and to own, sell, lease, mortgage, convey, improve and operate such real estate, factories, buildings and manufactories for the production and storage of all the products mentioned above, as may be required.

(In general to carry on any business in connection therewith and incident thereto not forbidden by the laws of the State of Michigan and with all the powers conferred upon corporations by the laws of the State of Michigan.)

ARTICLE III.

Location of the corporation is:

3818 Beaubien (No.) (Street)	Detroit, (City)	Wayne (County)	Michigan (State)

Address of the registered office in Michigan is:

3818 Beaubien (No.) (Street)	Detroit (City)	Wayne (County)	Michigan

ARTICLE IV.

The total authorized capital stock is

(1) {	Preferred _____ shs. Common 200,000 shs.	} {	Par Value $_____ Par Value $ 1.00	}per share

and/or shs. of (2) { Preferred _____ Common _____ }no par value { Book value $_____ ____ } per share Price fixed for sale $_____ { Book value $_____ _____ } per share Price fixed for sale $_____

(3) The following is a description of each class of stock of the corporation with the voting powers, preferences and rights and qualifications, limitations or restrictions thereof:

All voting rights and rights of every description shall be vested solely in the Common Stock.

The amount of paid in capital with which this corporation will begin business is $81,000.00

(This must not be less than $1,000.00)

ARTICLE V.

The names and places of residence or business of each of the incorporators and the number and class of shares subscribed for by each are as follows:

		Residence or Business Address		Number of Shares		
Names	(No.)	(Street)	(City)(State)	Common	Preferred	Non-Par
Peter D. Brown	17,385			27,000		
Samuel Brown	746			27,000		
H. King Brown	18,045			27,000		

ARTICLE VI.

The name and addresses of the First Broad of Directors are as follows:

		Residence or Business Address	
Names	(No.)	(Street)	(City)(State)
Peter D. Brown	17,385		
Samuel Brown	746		
H. King Brown	18,045		

ARTICLE VII.

The term of this corporation is fixed at thirty years.

ARTICLE VIII.

(Here insert any desired additional provisions authorized by the Act.)

None.

ARTICLE IX.

Whenever a compromise or arrangement or any plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them and/or between this corporation and its shareholders or any class of them, any court of equity jurisdiction within the state of Michigan, may on the application of this corporation or of any creditor or any shareholder thereof, or on the application of any receiver or receivers appointed for this corporation, order a meeting of the creditors or class of creditors, and/or of the shareholders or class of shareholders, as the case may be, to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as said court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, and/or of the shareholders or class of shareholders, as the case may be, to be affected by the proposed compromise or arrangement or reorganization, agree to any compromise or arrangement or to any reorganization of this corporation as a consequence of such compromise or arrangement, said compromise or arrangement and said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the shareholders or class of shareholders, as the case may be, and also on this corporation.

IN WITNESS WHEREOF the incorporators have signed these Articles of Incorporation, this 8th day of August A.D. 1946.

/s/ Peter D. Brown

/s/ Samuel Brown

/s/ H. King Brown

State of Michigan)
) ss.
County of Wayne)

On this 8th day of August A.D. 1946 before me, a Notary Public in and for said County, personally appeared Peter D. Brown, Samuel Brown and H. King Brown known to me to be the persons named in, and who executed the foregoing instrument, and severally acknowledged that they executed the same freely and for the intents and purposes therein mentioned.

(Signature of Notary)
Notary Public for Wayne County, State of Michigan.

My commission expires Dec. 9, 1949

APPOINTMENT OF RESIDENT AGENT
OF THE

BROWN RELIABLE BEDDING COMPANY

P.O. ADDRESS 3818 Beaubien Street, Detroit, Mich.

At a meeting of the Incorporators or Directors of the

Brown Reliable Bedding Company
(Corporate Name)

duly called and held at the office of the company on the 8th day of August, 1946, the following resolution was adopted:

RESOLVED, That Peter D. Brown
(Name of Agent)

be and is hereby appointed the resident agent for this Company in charge of its registered office located at 3818 Beaubien Street in the City of Detroit, State of Michigan.

BROWN RELIABLE BEDDING COMPANY
(Corporate Name)

By /s/ Peter D. Brown
(President)

/s/ H. King Brown
(Secretary or Assistant Secretary)

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 8th day of August, 1946, before me a Notary Public in and for said County, personally appeared Peter D. Brown of the Brown Reliable Bedding Company known to me to be the person named in, and who executed the foregoing instrument, and acknowledged that he executed the same freely and for the intents and purposes therein mentioned.

Notary Public for Wayne County, State of Michigan.
My commission expires December 9, 1949.

RESOLUTION CHANGING REGISTERED OFFICE
OF

BROWN RELIABLE BEDDING COMPANY

(Corporate Name)

IT IS HEREBY CERTIFIED, pursuant to the provisions of Section 79 of Act No. 327, Public Acts of 1931, as amended, that at a meeting of the board of directors of

BROWN RELIABLE BEDDING COMPANY,

(Corporate Name)

a Michigan corporation, duly held on the 1st day of September, A.D. 1948, said board duly adopted the following resolution:

"IT IS HEREBY RESOLVED, that the location of the registered office of BROWN RELIABLE BEDDING COMPANY within the State of Michigan is hereby changed from 3818 Beaubien Street, Detroit 1, County of Wayne, Michigan, to 5914 Federal Avenue, Detroit 9, County of Wayne, Michigan, and that Peter D. Brown is resident agent of this corporation in charge of its registered office as hereby changed and designated.

IN WITNESS WHEREOF, we have hereunto set our official signatures this 25th day of July, A.D. 1951.

BROWN RELIABLE BEDDING COMPANY
(Corporate Name)

By /s/ Peter D. Brown
(President)

/s/ H. King Brown
(Secretary)

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 25th day of July, 1951, before me a Notary Public in and for said County, personally appeared PETER D. BROWN of the BROWN RELIABLE BEDDING COMPANY known to me to be the person named in, and who executed the foregoing instrument, and acknowledged that he executed the same freely and for the intents and purposes therein mentioned.

/s/ Rose Myers
(Signature of Notary)
Notary Public for Wayne County, State of Michigan.
My commission expires March 5, 1954.

Note: Mail in triplicate, all originals, except in case of change of location from one country to another, in which case four copies of this Certificate are required.

Filing fee $5.00

FORM 12

CERTIFICATE OF INCREASE OF CAPITAL STOCK

BROWN RELIABLE BEDDING COMPANY

(Corporate Name)

a Michigan corporation, whose registered office is located at 5914 Federal Avenue Detroit 9, Wayne, Michigan, certifies pursuant to the provisions of Section 43 of Act 327, Public Acts of 1931, as amended, that at a meeting of the stockholders of the said corporation called for the purpose of increasing its authorized capital stock, and held on the 26th day of May, 1955, it was resolved, by the vote of the holders of a majority of the shares of each class of shares entitled to vote and a majority of shares of each class whose rights, privileges or preferences are so changed, that the authorized capital stock be increased from:

(1)	Preferred		shs	Par Value $			per share
	Common	200,000	shs.	Par Value $	1.00		

(2)	and/or shs. no par value	Preferred			Book Value $		per share
					Price fixed for sale $		
		Common	None		Book Value $		per share
					Price fixed for sale $		

and that the provisions of the Articles of Incorporation relating to capital stock are amended to read as follows:

(1)	Preferred		shs	Par Value $			per share
	Common	500,000	shs.	Par Value $	1.00		

(2)	and/or shs. no par value	Preferred			Book Value $		per share
					Price fixed for sale $		
		Common	None		Book Value $		per share
					Price fixed for sale $		

(3) A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof is as follows:*

None

Provisions need not be stated unless changed.

* (A rider may be attached)

FORM 13

Signed on May 31, 1955
(Corporate Seal if any)

BROWN RELIABLE BEDDING COMPANY
(Corporate Name)

By /s/ Peter D. Brown
(President) (Peter D. Brown)

/s/ H. King Brown
(Secretary) (H. King Brown)

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 31st day of May, 1955, before me appeared Peter D. Brown, of the BROWN RELIABLE BEDDING COMPANY, which executed the foregoing instrument, to me personally known, who, being by me duly sworn, did say that he is the president of said corporation, and that *[the seal affixed to said instrument is the corporate seal of said corporation, and that] said instrument was signed *[and sealed] in behalf of said corporation by authority of its board of directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

/s/ Rose Myers
(Signature of Notary)

Notary Public for Wayne County, State of Michigan.

My Commission expires February 18, 1955

(Notarial seal required if acknowledgement taken out of State)

(For Use by Domestic and Foreign Corporation)

CERTIFICATE OF CHANGE OF REGISTERED OFFICE

The undersigned corporation, in accordance with the provisions of Section 242 of Act 284, Public Acts of 1972, as amended, does here certify as follows:

1. The name of the corporation is Brown Reliable Bedding Company

2. The address of its former registered office is: (See instructions on reverse side)

5914 Federal Avenue,	Detroit	, Michigan	48209
(No. and Street)	(Town or City)		(Zip Code)

The mailing address of its former registered office is: (Need not be completed unless different from the above address)

		, Michigan	
(No. and Street or P.O. Box)	(Town or City)		(Zip Code)

3. (The following is to be completed if the address of the registered office is changed.)

The address of the registered office is changed to:

21450 Trolley Industrial Drive,	Taylor	, Michigan	48180
(No. and Street)	(Town or City)		(Zip Code)

The mailing address of the registered office is changed to: (Need not be completed unless different from the above address)

		, Michigan	
(No. and Street or P.O. Box)	(Town or City)		(Zip Code)

4. The name of the former resident agent is

5. (The following is to be completed if the resident agent is changed.)

The name of the successor resident agent is

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The changes designated above were authorized by resolution duly adopted by its board of directors.

Signed this 30th day of October, 1974

Brown Reliable Bedding Company
(Name of Corporation)

BY /s/Peter D. Brown
(Signature of President, Vice-President, Chairman or Vice-Chairman)

Peter D. Brown, President
(Type or Print Name and Title)

DOMESTIC CORPORATION INTO DOMESTIC CORPORATION

CERTIFICATE OF MERGER

OF

SEALY MATTRESS COMPANY OF MICHIGAN
a Michigan corporation, a wholly owned subsidiary

INTO

BROWN RELIABLE BEDDING COMPANY
a Michigan corporation, its parent whose
name is changed under the merger agreement to
SEALY MATTRESS COMPANY OF MICHIGAN, INC.

Pursuant to the provisions of Section 711 and other Sections of Act 284, Public Acts of 1972, as amended, the BROWN RELIABLE BEDDING COMPANY, which owns 100% of the outstanding shares of and is the parent of SEALY MATTRESS COMPANY OF MICHIGAN, executes the following certificate of merger:

ARTICLE ONE.

The plan of merger is as follows:

FIRST: a) The name of the subsidiary corporation is as follows:

SEALY MATTRESS COMPANY OF MICHIGAN

b) The name of the surviving parent corporation is:

BROWN RELIABLE BEDDING COMPANY

c) Article I of the articles of incorporation of BROWN RELIABLE BEDDING COMPANY, the surviving corporation, are amended to read as follows:

"The name of this corporation is SEALY MATTRESS COMPANY OF MICHIGAN, INC."

SECOND: The outstanding shares of any class of SEALY MATTRESS COMPANY OF MICHIGAN, the subsidiary corporation, are 1,000 shares of common stock, par value $10.00 per share, all of which are owned by the parent corporation, SEALY MATTRESS COMPANY OF MICHIGAN, INC. (formerly known as BROWN RELIABLE BEDDING COMPANY).

ARTICLE TWO

The plan of merger was adopted by the board of directors and shareholders of the parent corporation, SEALY MATTRESS COMPANY OF MICHIGAN, INC. (formerly known as BROWN RELIABLE BEDDING COMPANY) in accordance with Section 711 to 713 of Act 284, Public Acts of 1972, as amended.

ARTICLE THREE

The merger shall be effective on the 31st day of December, 1974.

Dated this 26th day of December, 1974.

SEALY MATTRESS COMPANY OF MICHIGAN, (formerly known as BROWN RELIABLE BEDDING COMPANY)

(Name of Surviving Corporation)

By /s/ Peter D. Brown

PETER BROWN, Its President

EXHIBIT 3.75

April 1, 1988

BY- LAWS

OF

SEALY MATTRESS COMPANY OF MICHIGAN, INC.

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Michigan shall be located at 615 Griswold Street, in the City of Detroit, and the name of the corporation's registered agent is CT Corporation System.

SECTION 1.2. Other Offices. The corporation may have offices at such other places both within or without the State of Michigan as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held at such place and time as the Board of Directors shall fix, on the first Wednesday in April of each year commencing in 1989 or on such other date as the Board shall fix, for the purpose of electing directors and transacting of such other business as may come before the meeting.

SECTION 2.2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called and the time, date and location thereof designated by the Board of Directors or the Chairman of the Board of Directors (if a Chairman of the Board of Directors shall have been elected).

SECTION 2.3. Notice of Meetings. Written notice stating the time, date and place of each annual or special meeting of shareholders and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting.

SECTION 2.4. Quorum. The holders of at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders. If a quorum shall not be present at any meeting, the persons holding or entitled to vote by proxy a majority of the shares entitled to vote at the meeting present or represented at the meeting may adjourn the meeting without notice other than announcement at the meeting (unless other notice is required by law) to any other time, date and place. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted that could have been transacted at the original meeting had a quorum been present or represented.

SECTION 2.5. Action by Consent. Any action required or permitted to be taken by the shareholders of the corporation may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
DIRECTORS

SECTION 3.1. Number and Election. The number of directors shall be fixed at three (3), but may be increased or decreased from time to time by resolution of the Board of Directors, provided, that at no time shall the number of directors be less than one (1), and no decrease shall have the effect of shortening the term of any incumbent director. Directors shall be elected annually by the shareholders, and the persons receiving the greatest number of votes shall be the directors. Each director elected shall hold office until the successor of such director is elected and qualified or until the death or resignation of such director or the removal of such director. Directors need not be residents of the State of Michigan or shareholders of this corporation.

SECTION 3.2. Resignation. Any director may resign by giving written notice to the corporation. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.3. Vacancies and Newly Created Directorships. Any vacancy in the Board of Directors (whether resulting from death, resignation, removal or otherwise) and any newly created directorship may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum.

SECTION 3.4. Regular Meetings. An annual meeting of the Board of Directors shall be held, without notice other than this by-law, immediately after, and at the same place as, the annual meeting of shareholders of the corporation. Additional regular meetings of the Board of Directors may be held without notice at such times, dates and places as may be fixed by the Board of Directors.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if a Chairman shall have been elected), or any two directors, and such meetings shall be held at such time, date and place as shall be designated in the call. Except as otherwise prescribed by the Business Corporation Act of the State of Michigan as amended from time to time (the “Michigan Statute”) written or actual oral notice of the time, date and place of each special meeting, addressed to each director at such director’s business address, shall be given at least 48 hours prior to such meeting. Such written notice may be delivered in person, mailed or transmitted by telegram, or, if the addressee has such equipment, by telex or teletype, and shall be deemed to have been given when delivered in person or to the telegraph company, when transmitted on telex or teletype equipment, or 48 hours after deposit in the United States mail postage prepaid. Any director may waive notice of any meeting.

SECTION 3.6. Quorum. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting to any other time, date and place.

Any member of the Board of Directors or of any committee designated by the Board may participate in a meeting of the directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such equipment shall constitute presence in person at such meeting.

SECTION 3.7. Presumption of Assent. Unless otherwise provided by the Michigan Statute, a director of the corporation who is present at a meeting of the Board of Directors at which action is taken on any corporate matter shall be presumed to have assented to the action taken unless the dissent of such director shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.8. Action without Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 3.9. Executive Committee. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate one or more directors of the corporation to constitute an executive committee, which, to the extent provided in such resolution and by Michigan law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it.

SECTION 3.10. Other Committees. The Board of Directors may, by resolution passed by a majority of the number of directors fixed by these by-laws, designate such other committees as it may from time to time determine. Each such committee shall consist of such number of directors, shall serve or such term and shall have and may exercise, during intervals between meetings of the Board of Directors, such lawfully delegable duties, functions and powers as the Board of Directors may from time to time prescribe.

SECTION 3.11. Quorum and Manner of Acting — Committees. The presence of a majority of members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee, and the act of a majority of those present shall be necessary for the taking of any action at such meeting.

SECTION 3.12. Committee Chairman, Books and Records, Etc. The chairman of each committee shall be selected from among the members of the committee by the Board of Directors. Each committee shall keep a record of its acts and proceedings, and all actions of each committee shall be reported to the Board of Directors at its next meeting. Each committee shall fix its own rules of procedure not inconsistent with these by-laws or the resolution of the Board of Directors designating such committee and shall meet at such times and places and upon such call or notice as shall be provided by such rules.

ARTICLE IV
OFFICERS

SECTION 4.1. Designation of Officers. The officers of the corporation shall be a President, one or more Vice Presidents (who may be designated by class or function), a Treasurer, a Secretary and such other officers (including Assistant Treasurers and Assistant Secretaries) as the Board of Directors may elect. The Board of Directors may at any time, in its discretion, elect a Chairman of the Board of Directors (the "Chairman") to be the chief executive officer of the corporation and to have the other powers and duties set forth herein.

SECTION 4.2. Election and Term. Each officer shall be elected by the Board of Directors to serve until the successor thereof is elected or until the earlier resignation or removal of such officer.

SECTION 4.3. Resignation, Removal and Vacancies. Any officer may resign by giving written notice to the Chairman or the Secretary. Any such resignation shall take effect at the time of receipt of notice thereof or at any later time specified therein, and, unless expressly required, acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, with or without cause, by a majority of the directors then in office, and a vacancy in any office (whether resulting from death, resignation, removal or otherwise) may be filled by the Board of Directors. The removal of any officer shall be without prejudice to any rights such officer may have under any agreement.

SECTION 4.4. Chairman. In the event that the Board of Directors determines to elect a Chairman pursuant to Section 4.1 hereof, the Chairman shall be the chief executive officer of the corporation and shall have authority and responsibility for the general management, direction and overall supervision, subject to the authority of the Board of Directors, of the corporation's business and affairs and its officers and employees, and shall have the power to appoint, remove and discharge any and all employees of the corporation not elected or appointed directly by the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shareholders and shall have authority to designate the duties and powers of other officers and delegate special powers and duties to specified officers, so long as such designation shall not be inconsistent with any statute, these by-laws or any action of the Board of Directors. The Chairman shall also have power to execute, and shall execute deeds, mortgages, bonds,

contracts or other instruments of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Chairman to some other officer or agent of the corporation. The Chairman may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The stock in general shall have all other powers and shall perform all other duties that are normally incident to the chief executive officer of a corporation or as may be prescribed by the Board of Directors from time to time.

SECTION 4.5. President. Prior to the time, if any, at which the Board of Directors shall elect a Chairman pursuant to Section 4.1 hereof, the President shall have the duties, responsibilities and powers set forth in Section 4.4 hereof. In the event that the Board of Directors elects a Chairman, the President, under the Chairman, and subject to the authority of the Board of Directors and the Chairman, shall be the chief operating officer of the corporation and shall be charged with implementing the policies of the corporation as determined by the Chairman and the Board of Directors. In the event that the Chairman, due to absence or any other cause, shall refuse or be unable at any time to attend to or to perform the duties of Chairman as above prescribed, the President shall perform the duties of the Chairman. The President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock in the corporation, the issuance of which shall have been duly authorized by the Board of Directors. The President shall have such other powers and duties as the Board of Directors or the Chairman (if a Chairman shall have been elected) may from time to time determine.

SECTION 4.6. Vice Presidents. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice Presidents, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors or the Chairman (if a Chairman shall have been elected), shall perform all duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties, not inconsistent with statute, these by-laws, or any action of the Board of Directors, as from time to time may be prescribed for them, respectively, by the Board of Directors or the Chairman (if a Chairman shall have been elected), which may include the execution of deeds, mortgages, bonds, contracts or other instruments of the corporation. Any Vice President may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall: (a) be responsible to the Board of Directors for the receipt, custody and disbursement of all funds and securities of the corporation; (b) receive and give receipts for funds due and payable to the corporation from any source whatsoever and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall from time to time be selected in accordance with the provisions of Section 5.2 of these by-laws; (c) disburse the funds of the corporation as ordered by the Board of Directors or the Chairman or as otherwise required in the conduct of the business of the corporation; (d) render to the Chairman or the Board of Directors, upon request, an account of all transactions of such officer as Treasurer and of the financial condition of the corporation; and (e) in general, perform all the duties normally incident to the office of Treasurer and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall

have been elected), the President, the Board of Directors or these by-laws. The Treasurer may sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors. The Treasurer may delegate such details of the performance of duties of the office of Treasurer as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.8. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) have charge of the corporate records and of the seal of the corporation; (d) affix the seal of the corporation or a facsimile thereof, or cause the same to be affixed, to all certificates for shares prior to the issue thereof and to all documents the execution of which on behalf of the corporation under its seal is duly authorized by the Board of Directors or otherwise in accordance with the provisions of these by-laws; (e) keep a register of the post office addresses of each shareholder, director and committee member that shall from time to time be furnished to the Secretary by such shareholder, director or member; (f) sign, pursuant to Section 6.1 hereof, certificates for shares of stock of the corporation, the issuance of which shall have been duly authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general, perform all duties normally incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. The Secretary may delegate such details of the performance of the duties of the office of Secretary as may be appropriate in the exercise of reasonable care to one or more persons in the place of such officer, but shall not thereby be relieved of responsibility for the performance of such duties.

SECTION 4.9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, if any, shall perform all functions and duties that may be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman (if a Chairman shall have been elected), the President or the Board of Directors. If authorized by the Treasurer or the Secretary, as the case may be, any Assistant Treasurer or Assistant Secretary may sign, pursuant to Section 6.1 hereof, certificates for shares of the corporation in place of the Treasurer or Secretary, respectively.

SECTION 4.10. Other Officers. The Board of Directors may from time to time elect such other officers to perform such duties and responsibilities as it shall prescribe.

SECTION 4.11. Salaries. The compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors or by such officer as it shall designate or such purpose or as it shall otherwise direct. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE V
CHECKS AND DEPOSITS

SECTION 5.1. Checks, Drafts, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation, and in such manner, as shall from time to time be authorized by the Board of Directors.

SECTION 5.2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or ether depositories as the Board of Directors may select.

ARTICLE VI
SHARE RECORDS AND TRANSFERS

SECTION 6.1. Share Certificates. Every shareholder shall be entitled to have a certificate in such form as the Board of Directors shall from time to time approve, signed on behalf of the corporation by the President or any elected Vice President, and by the Treasurer or the Secretary (or, if so authorized, any Assistant Treasurer or Assistant Secretary) certifying the number of shares held of record by such shareholder.

SECTION 6.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the corporation's books. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of Michigan.

SECTION 6.3. Lost Certificates. Any person claiming a share certificate in lieu of one lost, stolen, mutilated or destroyed shall give the corporation an affidavit as to its loss, theft, mutilation or destruction. Such holder shall also, if required by the Board of Directors, give the corporation a bond, in such form and amount as may be approved by the Board of Directors (or any agent of the corporation to which authority for such approval shall have been delegated by the Board) sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of the certificate or the issuance of a new certificate.

SECTION 6.4. Transfer of Shares. Transfer of shares of stock shall be made on the books of the corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

SECTION 6.5. Transfer Agent and Registrar. The corporation may appoint one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors (who shall have custody, subject to the direction of the Secretary, of the original stock ledger and stock records of the corporation) where the shares of the capital stock of the

corporation of any class or series specified in such appointment shall be registered. The corporation may also appoint one or more registry offices, each in charge of a registrar designated by the Board of Directors, where its stock of any class or series specified in such appointment shall be registered. Except as otherwise provided by resolution of the Board of Directors with respect to temporary certificates, no certificate for shares of capital stock of the corporation for which a transfer agent or registrar has been appointed shall be valid unless countersigned by such transfer agent and registered by such registrar authorized as aforesaid.

SECTION 6.6. Restrictions on Transfer. Any shareholder may enter into an agreement with other shareholders or with the corporation providing for reasonable limitation or restriction on the right of such shareholder to transfer shares of capital stock of the corporation held by such shareholder, including, without limiting the generality of the foregoing, agreements granting to such other shareholders or to the corporation the right to purchase for a given period of time any of such shares. Any such limitation or restriction on the transfer of shares of this corporation may be set forth on certificates representing shares of capital stock, in which case the corporation or the transfer agent shall not be required to transfer such shares upon the books of the corporation without receipt of satisfactory evidence of compliance with the terms of such limitation or restriction.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the corporation shall end on November 30 of each year.

SECTION 7.2. Voting of Securities. Subject to control and direction of the Board of Directors, the Chairman of the Board (if a Chairman shall have been elected) or such other person as the Board of Directors may designate for such purpose either generally or in any particular instance shall have full power and authority, in the name and on behalf of the corporation, to attend, act and vote at any meeting of security holders of any company in which the corporation may hold any securities, or to consent as a security holder to any action proposed to be taken by such company. At any such meeting, or in connection with any such action, the Chairman of the Board (if a Chairman shall have been elected) or such other person shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the holder thereof, the corporation might possess and exercise, and such person may exercise such power and authority through the execution of proxies or written consents or may delegate such power and authority to any other officer, agent or employee of the corporation.

SECTION 7.3. Amendments to By-Laws. These by-laws may be altered or repealed by the shareholders or the Board of Directors.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

SECTION 8.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of

the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Michigan Statute, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Michigan Statute requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 8.2 or otherwise. The corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

SECTION 8.2. Right of Claimant to Bring Suit. If a claim under Section 8.1 is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Michigan Statute for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Michigan Statute, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 8.4. Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Michigan Statute.

Exhibit 5.1

June 3, 2013

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, Kentucky 40511

Ladies and Gentlemen:

We have acted as special counsel to (i) Tempur Sealy International, Inc., a Delaware corporation (the "**Company**"), and each of the entities identified on Exhibit A attached hereto (the "**Guarantors**", and collectively with the Company, the "**Opinion Parties**"), in connection with the Company's offer (the "**Exchange Offer**") to exchange up to $375,000,000 aggregate principal amount of its 6.875% Senior Notes due 2020 (the "**Exchange Notes**") and the guarantees as to the payment of principal and interest on the Exchanges Notes by the Guarantors (the "**Exchange Note Guarantees**") for any and all of its outstanding 6.875% Senior Notes due 2020 (the "**Old Notes**") and existing guarantees as to the payment of principal and interest on the Old Notes by certain subsidiaries of the Company (the "**Old Guarantees**") pursuant to a registration statement on Form S-4 (the "**Registration Statement**") under the Securities Act of 1933, as amended (the "**Securities Act**"), and prospectus forming a part of such Registration Statement (the "**Prospectus**") filed with the Securities and Exchange Commission on the date hereof. The Old Notes and the Old Guarantees were issued and the Exchange Notes and the Exchange Note Guarantees are to be issued under the Indenture, dated as of December 19, 2012 (the "**Base Indenture**"), by and among the Company, certain subsidiaries of the Company and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "**Trustee**"), as supplemented by that certain Supplemental Indenture, dated as of March 18, 2013, by and among the Company, certain subsidiaries of the Company and the Trustee (collectively with the Base Indenture, the "**Indenture**").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. No opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement other than as to the validity of the Exchange Notes or the Exchange Note Guarantees. Our representation of the Opinion Parties has been as special counsel for the purposes stated above.

In connection with this opinion, we have examined originals or copies of the Registration Statement, the Indenture and the form of Exchange Note. In addition, we have examined such corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion.

In rendering the opinions expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all signatures on all documents that we reviewed are genuine, (iv) all natural persons executing documents had and have the legal capacity to do so, (v) all statements in certificates of public officials that we reviewed were and are accurate and (vi) all representations made by the Opinion Parties as to matters of fact in the documents that we reviewed were and are accurate.

Upon the basis of the foregoing, we are of the opinion that when the Exchange Notes and the Exchange Note Guarantees are duly executed, authenticated and delivered in exchange for the Old Notes and the Old Guarantees in accordance with the terms of the Indenture and the Exchange Offer, the Exchange Notes will be valid and binding obligations of the Company, and each of the Exchange Note Guarantees thereof by each respective Guarantor will be the valid and binding obligation of each such Guarantor, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, marshaling and similar laws affecting creditors' rights and remedies generally (including such as may deny giving effect to waivers of debtors' or guarantors' rights), concepts of reasonableness and equitable principles of general applicability; ***provided that***, we express no opinion as to (i) the enforceability of any waiver of rights under any usury or stay law; (ii) (1) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above or (2) any provision of the Indenture that purports to avoid the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law by limiting the amount of any Opinion Party's obligation; and (iii) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the notes to the extent determined to constitute unearned interest.

In connection with the opinions expressed above, we have assumed that

(i) the Registration Statement shall have been declared effective and such effectiveness shall not have been terminated or rescinded;

(ii) the Indenture is a valid, binding and enforceable agreement of each party thereto (other than as expressly covered above in respect of each of the Opinion Parties);

(iii) there shall not have occurred any change in law affecting the validity or enforceability of any of the Exchange Notes or the Exchange Note Guarantees; and

(iv) no party nor any other person has acted in a manner, and no other event has occurred since the date of execution, adoption, effectiveness or delivery of the Indenture that would effect an amendment, modify the interpretation thereof or cause any statement made herein not to be true and complete.

We have also assumed that neither the issuance and delivery of the Exchange Notes or the Exchange Note Guarantees, nor the compliance by the Company or the Guarantors with the terms of the Exchange Notes or the Exchange Note Guarantees, respectively, will violate any applicable law or public policy or will result in a violation of any provision of any instrument or agreement then binding upon the Company or the Guarantors, or any restriction imposed by any court or governmental body having jurisdiction over the Company or the Guarantors.

We are members of the Bar of the State of New York and the foregoing opinion is limited to (i) the internal, substantive laws of the State of New York as applied by the courts located in New York; (ii) the General Corporation Law of the State of Delaware, (iii) the Limited Liability Company Act of the State of Delaware; (iv) the Revised Uniform Limited Partnership Act of the State of Delaware; (v) the Massachusetts Business Corporations Act; (vi) the Maryland General Corporation Law; (vii) the Virginia Stock Corporation Act; (viii) the Virginia Limited Liability Company Act; (ix) the California Corporations Code; (x) the New York Business Corporation Law; and (xi) the federal laws of the United States of America. Insofar as the foregoing opinion involves matters governed by the laws of Georgia, Illinois, Michigan, Minnesota, Missouri, North Carolina, Ohio, Tennessee and Texas, we have relied, without independent inquiry or investigation, on the opinions of FisherBroyles, LLP (with respect to the laws of Georgia), Baker & McKenzie LLP (with respect to the laws of Illinois), Fraser Trebilcock Davis & Dunlap, P.C. (with respect to the laws of Michigan), Fredrikson & Byron, P.A. (with respect to the laws of Minnesota), Husch Blackwell LLP (with respect to the laws of Missouri), Kanipe Law Firm, PLLC (with respect to the laws of North Carolina), Vorys, Sater, Seymour and Pease LLP (with respect to the laws of Ohio), Bradley Arant Boult Cummings LLP (with respect to the laws of Tennessee) and Thompson & Knight L.L.P. (with respect to the laws of Texas), respectively, each filed with the Registration Statement.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement relating to the Exchange Offer and further consent to the reference to our name under the caption “Legal Matters” in the Prospectus. In rendering this opinion and giving this consent, we do not admit that we are “experts” within the meaning of the Securities Act.

Very truly yours,

/s/ Bingham McCutchen LLP
Bingham McCutchen LLP

Exhibit A

Guarantors	Jurisdiction of Organization
Tempur-Pedic Management, LLC	Delaware
Tempur-Pedic North America, LLC	Delaware
Tempur Production USA, LLC	Virginia
Tempur World, LLC	Delaware
Tempur-Pedic Technologies, Inc.	Delaware
Dawn Sleep Technologies, Inc.	Delaware
Tempur-Pedic Manufacturing, Inc.	Delaware
Tempur-Pedic Sales, Inc.	Delaware
Tempur-Pedic America, LLC	Delaware
Ohio-Sealy Mattress Manufacturing Co.	Georgia
Sealy Mattress Company of Kansas City, Inc.	Missouri
Sealy Mattress Company of Illinois	Illinois
A. Brandwein & Co.	Illinois
Sealy of Minnesota, Inc.	Minnesota
Sealy Mattress Company	Ohio
North American Bedding Company f/k/a The Stearns & Foster Upholstery Furniture Company	Ohio
Sealy, Inc.	Ohio
Sealy Mattress Company of Puerto Rico	Ohio
SEALY TECHNOLOGY LLC	North Carolina
Sealy Real Estate, Inc.	North Carolina
Sealy Texas Management, Inc.	Texas
Sealy Mattress Company of Memphis	Tennessee
Sealy Mattress Company of Michigan, Inc.	Michigan

Sealy Corporation	Delaware
Sealy Mattress Corporation	Delaware
Ohio-Sealy Mattress Manufacturing Co. Inc.	Massachusetts
Sealy Mattress Company of Albany, Inc.	New York
Sealy of Maryland and Virginia, Inc.	Maryland
The Ohio Mattress Company Licensing and Components Group	Delaware
Sealy Mattress Manufacturing Company, Inc.	Delaware
Sealy-Korea, Inc.	Delaware
Mattress Holdings International, LLC	Delaware
Western Mattress Company	California
Sealy Mattress Co. of S.W. Virginia	Virginia
Advanced Sleep Products	California
Sealy Components-Pads, Inc.	Delaware

FISHERBROYLES
A LIMITED LIABILITY PARTNERSHIP

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cwilson@fisherbroyles.com

June 3, 2013

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, Kentucky 40511

Re: Registration Statement on Form S-4 Relating to $375,000,000 Aggregate Principal Amount of 6.875% Senior Notes

Ladies and Gentlemen:

We have acted as special Georgia counsel to Ohio-Sealy Mattress Manufacturing Co., a Georgia corporation (the "**Company**"), in connection with that certain registration statement on Form S-4 (the "**Registration Statement**") filed by Tempur Sealy International Inc., a Delaware corporation ("**Tempur Sealy International**"), and certain subsidiaries of Tempur Sealy International, including the Company, with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Act**"), relating to the issuance by Tempur Sealy International of its 6.875% Senior Notes due 2020 (the "**Exchange Notes**") and the guarantees contained in the Indenture (as defined below) as to the payment of principal of, premium, if any, and interest on the Exchange Notes (the "**Exchange Note Guarantees**") by each of the entities listed in the Registration Statement as Guarantors (the "**Guarantors**"), including the Company. Pursuant to the prospectus forming a part of the Registration Statement (the "**Prospectus**"), Tempur Sealy International is offering to exchange in the exchange offer up to $375,000,000 aggregate principal amount of Exchange Notes for a like principal amount of its outstanding 6.875% Senior Notes due 2020 (the "**Old Notes**"), which have not been registered under the Act, and to exchange the Exchange Note Guarantees for the existing guarantees as to the payment of principal of, premium, if any, and interest on the Old Notes by the Guarantors. The Exchange Notes and the Exchange Note Guarantees will be registered under the Act as set forth in the Registration Statement and will be issued pursuant to the provisions of that certain Indenture, dated as of December 19, 2012, entered into by and among Tempur Sealy International, as issuer, the guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**"), as supplemented by that certain Supplemental Indenture, dated as of March 18, 2013, entered into by and among Tempur Sealy International, the Company, the other guarantors named therein, and the Trustee (the "**Indenture**").

This opinion is furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act. This opinion letter is limited to the matters expressly stated herein, and no opinions are to be inferred or may be implied beyond the opinions expressly so stated.

In connection with the foregoing, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following:

A. The Indenture, including the provisions related to the Exchange Note Guarantees (collectively, the "**Note Indenture**");

B. A specimen form of the Exchange Notes;

C. The articles of incorporation and bylaws of the Company, as presently in effect (collectively, the "**Constituent Documents**"); and

D. Certain resolutions adopted by the board of directors of the Company relating to the Registration Statement and related matters.

Further, in rendering our opinions we have also considered such other matters of law and of fact, including the examination of originals or copies, certified or otherwise identified to our satisfaction, of such records and documents of the Company, certificates of officers and representatives of the Company, certificates of public officials, certificates of officers or representatives of the Company and others, and such other documents, certificates, and records as we have deemed necessary or appropriate to form the basis for the opinions herein expressed. The documents listed in A and B above are hereinafter collectively referred to as the "**Opinion Documents**."

For purposes of the opinions expressed below, we have relied, without investigation or independent verification, on each of the following assumptions:

(i) the authenticity of all documents submitted to us as originals;

(ii) the conformity to the original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals thereof;

(iii) all natural persons executing the Opinion Documents are legally competent to do so;

(iv) the genuineness of all signatures;

(v) the due authorization, execution and delivery of all documents by all parties and the validity, binding effect and enforceability thereof (other than the authorization, execution and delivery of the Opinion Documents by the Company);

(vi) no party nor any other person has acted in a manner, and no other event has occurred, since the date of execution, adoption, effectiveness or delivery of the Opinion Documents or any other document reviewed by us having a date prior to the date hereof, as the case may be, that would effect an amendment, modify the interpretation thereof or cause any statement made therein not to be true and complete; and

(vii) as to factual matters, the truthfulness of the representations and statements included in the Opinion Documents and in the certificates of public officials and officers and representatives of the Opinion Parties.

Based on the foregoing and subject to the assumptions, limitations, exceptions and qualifications set forth herein, it is our opinion that:

1. The Company is duly organized as a corporation and is existing as of June 3, 2013 under the laws of the State of Georgia.

2. The Company has the requisite corporate power and authority to enter into, and perform its obligations under, the Note Indenture.

3. The Company has duly authorized the execution and delivery of the Note Indenture and further duly authorized the performance by the Company thereunder. The Company has duly executed and delivered the Note Indenture.

4. The execution, delivery and performance by the Company of the Note Indenture does not violate (i) the Constituent Documents, or (ii) any applicable Georgia statute, regulation or law.

We have not considered and, hence, express no opinion with respect to any of the following:

(A) The effect on the Opinion Documents or the transactions contemplated thereby of applicable bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and other similar state or federal debtor relief laws from time to time in effect and which affect the enforcement of creditors' rights or the collection of debtors' obligations in general (including matters of contract rejection, turn-over, preference, equitable subordination, automatic stay, conversion of a non-recourse obligation into a recourse obligation, substantive consolidation and Section 18-2-20, et seq., of the Official Code of Georgia Annotated ("**O.C.G.A.**"));

(B) The compliance with the laws governing interest and usury in effect in the State of Georgia on the date hereof of any provisions in the Opinion Documents that (i) purport to permit interest to be charged or paid on interest if and to the extent that such provisions result in a violation of Section 7-4-17 of the O.C.G.A., or (ii) purport to permit interest charges, however denominated and regardless of whether or not denominated as interest, to be charged, paid, collected or contracted for at a rate in excess of five percent (5%) per month if and to the extent that a violation of Section 7-4-18 of the O.C.G.A. results (whether due to prepayment, acceleration, redemption, cancellation, termination or otherwise);

(C) The effect of course of dealing, course of performance or the like that would modify the terms of the Opinion Documents or the respective rights or obligations of the parties thereunder;

(D) The effect of Section 13-1-11 of the O.C.G.A. on provisions in the Opinion Documents relating to attorneys' fees;

(E) The effect of laws requiring mitigation of damages;

(F) The effect of agreements as to rights of set-off or that purport to grant powers of attorney otherwise than in accordance with applicable law;

(G) Self-help and non-judicial remedies, such as a right, without judicial process, to enter upon, to take possession of, to collect, retain, use and enjoy rents, issues and profits from property, or to manage property;

(H) State, federal or other securities, "blue-sky", environmental or intellectual property laws; and

(I) The effect on any opinion expressed herein of any future event except as specifically addressed herein.

We express no opinion as to matters under or involving the laws of any jurisdiction other than the State of Georgia.

This opinion letter speaks only as of the date hereof, and we assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

The opinions expressed herein represent the judgment of this law firm as to certain legal matters, but they are not guarantees or warranties and should not be construed as such. This opinion letter is furnished to you for your benefit in connection with the filing of the Registration Statement and, except as set forth below, may not be relied upon for any other purpose without our prior written consent in each instance. Further, no portion of this letter may be quoted, circulated or referred to in any other document for any other purpose without our prior written consent. Notwithstanding the foregoing, the law firm of Bingham McCutchen LLP may rely upon this opinion letter in connection with the opinion letter to be filed by such firm with respect to the Registration Statement.

We hereby consent to the filing of this opinion letter with the Commission in connection with the filing of the Registration Statement referred to above. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission issued thereunder.

Very truly yours,

/s/ FisherBroyles LLP
FisherBroyles LLP

Exhibit 5.3

Asia Pacific
Bangkok
Beijing
Hanoi
Ho Chi Minh City
Hong Kong
Jakarta*
Kuala Lumpur*
Manila*
Melbourne
Shanghai
Singapore
Sydney
Taipei
Tokyo

Europe, Middle East & Africa
Abu Dhabi
Almaty
Amsterdam
Antwerp
Bahrain
Baku
Barcelona
Berlin
Brussels
Budapest
Cairo
Casablanca
Doha
Dusseldorf
Frankfurt/Main
Geneva
Istanbul
Johannesburg
Kyiv
London
Luxembourg
Madrid
Milan
Moscow
Munich
Paris
Prague
Riyadh
Rome
St. Petersburg
Stockholm
Vienna
Warsaw
Zurich

Latin America
Bogota
Brasilia*
Buenos Aires
Caracas
Guadalajara
Juarez
Lima
Mexico City
Monterrey
Porto Alegre*
Rio de Janeiro*
Santiago
Sao Paulo*
Tijuana
Valencia

North America
Chicago
Dallas
Houston
Miami
New York
Palo Alto
San Francisco
Toronto
Washington, DC

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June 3, 2013

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, Kentucky 40511

Ladies and Gentlemen:

We have acted as special Illinois counsel to Sealy Mattress Company of Illinois, an Illinois corporation, and A. Brandwein & Co., an Illinois corporation (collectively, the "Illinois Guarantors" and individually, an "Illinois Guarantor") in connection with that certain registration statement on Form S-4 (the "Registration Statement") filed by Tempur Sealy International, Inc. (formerly named Tempur-Pedic International Inc.), the parent of the Illinois Guarantors (the "Parent"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the issuance of the 6.875% Senior Notes due 2020 in the principal amount of $375,000,000 (the "Exchange Notes") and the guarantees as to the payment of principal and interest on the Exchange Notes (the "Exchange Note Guarantees") by each of the entities listed in the Registration Statement as Guarantors (the "Guarantors"). Pursuant to the prospectus forming a part of the Registration Statement, the Parent is offering to exchange up to $375,000,000 aggregate principal amount of Exchange Notes for a like principal amount of its outstanding 6.875% Senior Notes due 2020 (the "Old Notes"), which have not been registered under the Act. The Exchange Notes and the Exchange Note Guarantees will be registered under the Act as set forth in the Registration Statement and will be issued pursuant to the provisions of an Indenture, dated as of December 19, 2012 (as amended and supplemented, the "Indenture"), among the Parent, as issuer, certain subsidiaries of the Parent as set forth therein, as guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented by that certain Supplemental Indenture, dated as of March 18, 2013, among the Parent, certain of the Guarantors (including the Illinois Guarantors) and the Trustee (as amended and supplemented, the "Indenture Supplement").

For purposes of this opinion letter, we have examined either an original or a copy of the following documents:

(a) the Indenture (containing the Exchange Note Guaranty applicable to each Exchange Note);

(b) the Indenture Supplement;

(c) a specimen form of the Exchange Notes;

(d) a Secretary's Certificate from each Illinois Guarantor, dated the date hereof (collectively the "Secretary Certificates");

(e) a copy of the Articles of Incorporation of Sealy Mattress Company of Illinois, as amended, certified by the Secretary of State of the State of Illinois on February 20, 2013, and a copy of the Articles of Incorporation of A. Brandwein & Co., as amended, certified by the Secretary of State of the State of Illinois on March 14, 2013, in each case also certified by the Secretary of each Illinois Guarantor in its respective Secretary Certificate (collectively, the "Articles of Incorporation");

(f) a copy of the By-laws of each Illinois Guarantor as certified by the Secretary of such Illinois Guarantor in the Secretary Certificates (collectively, the "By-laws");

(g) certain resolutions of the Board of Directors of each Illinois Guarantor, dated March 18, 2013, as certified by the Secretary of such Illinois Guarantor in the Secretary Certificates; and

(h) a good standing certificate relating to each Illinois Guarantor issued by the Secretary of State of the State of Illinois on June 3, 2013 (collectively, the "Illinois Good Standing Certificates").

The documents described in items (a) through (c) are hereinafter collectively referred to as the "Transaction Documents".

In rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such (i) certificates of public officials, and (ii) other documents, records and other information, and we have made such inquiries of officers and representatives of the Illinois Guarantors, as we have deemed relevant or necessary as the basis for such opinions, including the Secretary's Certificates. We have also made such other investigations of questions of law and fact as we have deemed necessary or appropriate for purposes of expressing the opinions set forth herein. We have, where relevant facts were not independently verified or established, relied upon the representations and warranties made by each Illinois Guarantor in the Transaction Documents and certificates of

officers or representatives of the Illinois Guarantors, copies of which have been provided to you. We have, with your consent, relied only upon our examination of the foregoing documents and certificates, and we have made no independent verification of the factual matters set forth in such documents or certificates.

Based upon the foregoing, but subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

1. Each Illinois Guarantor (a) is validly existing and in good standing under the laws of the State of Illinois and (b) has the requisite corporate power and authority to execute and deliver the Indenture Supplement and perform each of its obligations under the Transaction Documents.
2. The execution and delivery by each Illinois Guarantor of the Indenture Supplement and the performance by each Illinois Guarantor of its obligations under each Transaction Document to which it is a party have been duly authorized by all necessary corporate action on the part of each Illinois Guarantor.
3. The Indenture Supplement has been duly executed and delivered by each Illinois Guarantor.
4. Neither the execution and delivery of the Indenture Supplement by the Illinois Guarantors, nor the performance by the Illinois Guarantors of the obligations under the Transaction Documents to which such Illinois Guarantors are a party, nor the consummation by the Illinois Guarantors of the transactions contemplated by the Transaction Documents to which such Illinois Guarantors are a party, will: (a) conflict with or result in a breach of or a violation of the provisions of the articles of incorporation or bylaws of the Illinois Guarantors; or (b) result in a violation of any Illinois law, rule or regulation applicable to such Illinois Guarantor, or, to our knowledge, result in a violation of any judgment, order, writ, injunction, decree or rule of any court, administrative agency or other governmental authority that is applicable to any Illinois Guarantor.

In rendering the opinions set forth below, we have assumed with your permission and without independent investigation the following:

(i) the completeness and accuracy of all documents and of the factual information, statements, representations and other factual conclusions contained in such documents;

(ii) the signatures of persons who have signed any document are genuine;

(iii) all natural persons who have signed any document have legal capacity, and each person who has signed any document in a representative capacity (other than a person signing on behalf of an Illinois Guarantor) had authority to sign in such capacity;

(iv) all documents submitted to us as originals are authentic;

(v) all documents submitted to us as copies conform to authentic, original documents;

(vi) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Transaction Documents;

(vii) each party to each Transaction Document (other than each Illinois Guarantor) is validly existing under the laws of its jurisdiction of organization and has all requisite power and authority to execute and deliver the Transaction Documents to which each is a party and to perform its obligations under the Transaction Documents, and its execution and delivery of each Transaction Document to which each is a party and the performance of its obligations under the Transaction Documents shall not contravene its organizational documents, any law or regulation, or any contractual or legal restriction contained in any instrument, document or agreement to which it is a party;

(viii) the due execution and delivery of each Transaction Document by each person that is a party thereto (other than the Illinois Guarantors), and the enforceability of the Transaction Documents against each person that is a party thereto (other than the Illinois Guarantors);

Our opinion in paragraph 1 as to the good standing of the Illinois Guarantors is based solely upon a review of the Illinois Good Standing Certificates.

The foregoing opinions are limited to the laws of the State of Illinois. No opinion is expressed as to the laws of any other jurisdiction. We express no opinion as to compliance with, or any governmental or regulatory filing, approval, authorization, license or consent required by or under, any (a) federal law, (b) state antitrust law, (c) state patent, trademark or copyright statute, rule or regulation, (d) state securities registration, “blue sky” or antifraud provisions under any securities law, (e) state labor or employment law, or (f) state employee benefits, labor or pension law, rule or regulation.

This opinion is for the sole benefit of the named addressee only in connection with the filing of the Registration Statement, and may not be relied upon by, furnished to or filed with any other person or used for any other purpose without in each instance our prior written consent. This opinion speaks only as of the date hereof and we have no responsibility

or obligation to update this opinion, to consider its applicability or correctness to other than its addressee or to take into account changes in law, facts or any other developments of which we may later become aware. Notwithstanding the foregoing, the law firm of Bingham McCutchen LLP may rely on this opinion letter in connection with the opinion letter to be delivered by such firm in connection with the Registration Statement.

This opinion addresses solely matters related to our role as special Illinois counsel to the Illinois Guarantors as described above, and does not purport to address other legal aspects or consequences of the transactions described herein. No opinion is implied or may be inferred beyond the matters expressly stated herein.

We hereby consent to the filing of this opinion letter with the Commission as an exhibit to the above-referenced Registration Statement. In giving such consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Baker & McKenzie LLP
Baker & McKenzie LLP

Exhibit 5.4

124 West Allegan Street, Suite 1000
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T (517) 482-5800 F (517) 482-0887
www.fraserlawfirm.com

June 3, 2013

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, KY 40511

Re: Registration Statement on Form S-4 Relating to $375,000,000 Aggregate Principal Amount 6.875% Senior Notes

Ladies and Gentlemen:

We have acted as special Michigan counsel to Sealy Mattress of Michigan, Inc. (“Sealy Michigan”), a Michigan corporation and a subsidiary of Tempur Sealy International, Inc., a Delaware corporation (the “Company”), in connection with that certain registration statement on Form S-4 (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Act”), to be filed with the Securities and Exchange Commission (the “Commission”) by the Company and certain of its subsidiaries, including Sealy Michigan, relating to the issuance by the Company of $375,000,000 in aggregate principal amount of 6.875% Senior Notes due 2020 (the “Exchange Notes”), and the guarantees as to the payment of principal and interest on the Exchange Notes (collectively with the Exchange Notes, the “Exchange Note Guarantees”) by Sealy Michigan pursuant to an Indenture dated as of December 19, 2012, as amended and supplemented by the Supplemental Indenture, dated as of March 18, 2013 (collectively, the “Indenture”), among the Company, as issuer, Sealy Michigan, as a Guarantor, and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). Pursuant to the prospectus forming a part of the Registration Statement (the “Prospectus”), the Company is offering to exchange in an exchange offer (the “Exchange Offer”) the Exchange Note Guarantees for a like principal amount of the Company’s outstanding 6.875% Senior Notes due 2020 (the “Old Notes”) and related guarantees as to the payment of principal and interest on the Old Notes, neither of which has been registered under the Act. The Exchange Note Guarantees will be registered under the Act as set forth in the Registration Statement and will be issued pursuant to the provisions of the Indenture. This opinion is being furnished solely for the purpose of meeting the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or the Prospectus, other than as expressly stated herein with respect to the issue of the Exchange Note Guarantees.

Each capitalized term in this opinion letter that is not defined in this opinion letter but is defined in the Indenture is used herein as defined in the Indenture.

In rendering the opinions expressed below, we have examined the original, or copies certified or otherwise authenticated to our satisfaction, of the documents set forth below ("Opinion Documents"), and such other certificates, documents and materials as we have deemed necessary as a basis for such opinions:

1. The Indenture, including the provisions related to the Exchange Note Guarantees;

2. A specimen form of the Exchange Notes;

3. The Articles of Incorporation of Sealy Michigan;

4. The Bylaws of Sealy Michigan; and

5. Certain resolutions adopted by the board of directors of Sealy Michigan relating to the Exchange Offer, the Exchange Note Guarantees, and the Indenture.

As to certain matters of fact relevant to our opinions, we have relied, with your permission, on certificates executed by officers of the Company and Sealy Michigan and on factual representations made by the Company and Sealy Michigan in the Indenture. We also have relied on certificates of public officials. We have not independently established the facts or the other statements so relied upon. We have also considered such questions of law as we deemed reasonably appropriate for this opinion.

Based upon and subject to the foregoing and the other qualifications and limitations stated in this opinion letter, our opinions are that:

1. Sealy Michigan is validly existing and in good standing as a corporation under the laws of the State of Michigan.

2. Sealy Michigan (a) had the corporate power to execute and deliver, and to perform its obligations under the Indenture to which it is a party and continues to have such corporate powers, (b) has taken all necessary corporate action to authorize the execution and delivery of, and the performance of its obligations under the Indenture to which it is a party, and (c) has duly executed and delivered the Indenture to which it is a party.

3. The execution and delivery of the Indenture by Sealy Michigan does not, and the performance of the Indenture by Sealy Michigan will not: (a) violate any provision of the Articles of Incorporation or Bylaws of Sealy Michigan; or (b) violate any regulation, statute or other law of the State of Michigan.

This opinion is limited to the laws of the State of Michigan. We express no opinion concerning municipal or local ordinances or regulations, federal law, or the laws of any other state or jurisdiction. Where a document is governed by a law other than the State of Michigan, we have assumed with your permission, that the other state's law is identical to the State of Michigan's law.

This opinion is subject to the following assumptions, exceptions, limitations, and other matters:

1. We have made no independent investigation and have assumed the correctness and accuracy of all facts set forth in the following certificates:

    a. the Michigan Department of Licensing and Regulatory Affairs Certificate of Good Standing for Sealy Michigan dated June 3, 2013;

    b. the Michigan Department of Licensing and Regulatory Affairs Certification of Sealy Michigan's Articles of Incorporation, consisting of 31 pages, dated February 20, 2013; and

    c. Sealy Michigan's Secretary's Certificate dated June 3, 2013.

2. We have assumed: the authenticity of all documents submitted to us as originals; that the original signatures in all documents or copies of documents we have examined are genuine; that the copies were true and complete copies of the originals; that the persons who executed the originals had legal capacity to do so; that all such documents were duly delivered to us; that there have been no material amendments or modifications which have not been provided to us; and that each document submitted to us in draft form conformed in all material respects to the final executed form.

3. We express no opinion with respect to federal or Michigan securities laws, or the securities laws of any other state, nor any anti-fraud or fraudulent conveyance laws, and have assumed appropriate compliance with these laws.

4. Wherever in this opinion letter we express any opinion with respect to "all laws," "all statutes" or words of similar import, our opinion is intended to cover only such laws as a lawyer exercising customary professional diligence would reasonably recognize as being applicable to the parties to the transaction, the transaction, or both, and is not intended to indicate any opinion with regard to any statute or law or area of law which a lawyer exercising such diligence would not reasonably recognize as being so applicable.

This opinion letter: (1) is delivered in connection with the Registration Statement, and shall be effective upon the filing of the Registration Statement; and (2) may be relied upon only by you solely for the purpose of meeting the requirements of Item 601(b)(5) of Regulation S-K

under the Act, and may not be relied upon for any other purpose other than by Bingham McCutchen LLP in connection with the opinion letter to be filed by Bingham McCutchen LLP with respect to the Registration Statement; (3) may not be relied on by, or furnished to, any other person or entity without our prior written consent; and (4) without limiting the foregoing, may not be quoted, published, or otherwise disseminated other than as set forth herein, without in each instance our prior written consent.

The opinions expressed in this opinion letter (a) are strictly limited to the matters stated in this opinion letter, and without limiting the foregoing, no other opinions are to be implied, and (b) are only as of the date of this opinion letter, and we are under no obligation, and do not undertake, to advise you or any other person or entity of any change of law or fact that occurs, or of any fact that comes to our attention, after the date of this opinion letter, even though such change or such fact may affect the legal analysis or a legal conclusion in this opinion letter.

We hereby consent to the filing of this opinion letter with the Commission in connection with the filing of the Registration Statement referred to above. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission hereunder.

This opinion letter shall be interpreted in accordance with the Legal Opinion Principles issued by the Committee on Legal Opinions of the American Bar Association's Section of Business Law as published in 57 Bus. Law. 875 (Feb. 2002).

Very truly yours,

/s/ Fraser Trebilock Davis & Dunlap, P.C.

FRASER TREBILCOCK DAVIS & DUNLAP, P.C.

Exhibit 5.5

June 3, 2013

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, Kentucky 40511

Ladies and Gentlemen:

We have acted as special counsel to Sealy of Minnesota, Inc., a Minnesota corporation (the "Company"), in connection with that certain registration statement on Form S-4 (the "Registration Statement") filed by Tempur Sealy International, Inc. (formerly known as Tempur-Pedic International Inc.), a Delaware corporation ("Tempur Sealy International"), and certain subsidiaries of Tempur Sealy International, including the Company, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the issuance by Tempur Sealy International of its 6.875% Senior Notes due 2020 (the "Exchange Notes") and the guarantees contained in the Indenture (as defined below) as to the payment of principal of, premium, if any, and interest on the Exchange Notes (the "Exchange Note Guarantees") by each of the entities listed in the Registration Statement as Guarantors (the "Guarantors"), including the Company. Pursuant to the prospectus forming a part of the Registration Statement (the "Prospectus"), Tempur Sealy International is offering to exchange in the exchange offer (the "Exchange Offer") up to $375,000,000 aggregate principal amount of Exchange Notes for a like principal amount of its outstanding 6.875% Senior Notes due 2020 (the "Old Notes"), which have not been registered under the Act, and to exchange the Exchange Note Guarantees for the existing guarantees as to the payment of principal of, premium, if any, and interest on the Old Notes by the Guarantors. The Exchange Notes and the Exchange Note Guarantees will be registered under the Act as set forth in the Registration Statement and will be issued pursuant to the provisions of that certain Indenture, dated as of December 19, 2012, entered into by and among Tempur Sealy International, as issuer, the guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented by that certain Supplemental Indenture, dated as of March 18, 2013, entered into by and among Tempur Sealy International, the Company, the other guarantors named therein, and the Trustee (the "Indenture").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

In connection with this opinion, we have reviewed the following documents:

1. The Indenture, including the provisions relating to the Exchange Note Guarantees; and

2. A specimen form of the Exchange Notes.

In addition, we have examined the Company's Articles of Incorporation and Bylaws, each as amended to the date hereof, as certified by an officer of the Company as of the date hereof (collectively, the "Company Organizational Documents"), a Certificate executed by an officer of the Company certifying to the adoption of certain resolutions by the Board of Directors of the Company in connection with the Indenture, and a Certificate of Good Standing, dated June 3, 2013, issued by the Secretary of State of the State of Minnesota relating to the Company.

As to various matters of fact material to this opinion, we have relied upon factual representations made by the Company in the Indenture and upon the certificates and documents identified in the preceding paragraph. We have not verified or investigated such representations, documents, or certificates, and we have not made any independent investigation of any factual matter. We have examined such matters of law as we have deemed appropriate in connection with the opinions hereinafter set forth.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, and the authenticity of the originals of such latter documents.

Our opinions expressed below are limited to the law of the State of Minnesota (excluding its conflict of laws principles).

Based upon and subject to the foregoing and the qualifications, assumptions and limitations set forth herein, it is our opinion as of this date that:

1. The Company is a corporation that is validly existing and in good standing under the laws of the State of Minnesota.

2. The Company has the corporate power and authority to execute, deliver and perform its obligations set forth in the Indenture. The execution and delivery by the Company of the Indenture, and the performance by the Company of its obligations set forth therein, have been duly authorized by all necessary corporate action on the part of the Company, and the Indenture has been duly executed and delivered on behalf of the Company.

3. The execution and delivery by the Company of the Indenture and the performance by the Company of its obligations set forth therein (a) do not violate the Company Organizational Documents and (b) do not violate any existing Minnesota law or regulation applicable to the Company.

This opinion is provided to you solely in connection with your filing of the Registration Statement and may be relied upon only by you for that purpose. Our opinion may not be quoted by, referred to or relied upon by you (or your successors or assigns) for any other purpose, or by any other party for any purpose. Notwithstanding the foregoing, Bingham McCutchen LLP may rely on this opinion for the sole purpose of providing its opinion to be filed with respect to the Registration Statement.

We hereby consent to the filing of this opinion letter with the Commission in connection with the filing of the Registration Statement referred to above. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission issued thereunder.

Very truly yours,

FREDRIKSON & BYRON, P.A.

By: /s/ Mark Tranovich
Its Vice President

190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Main: 314.480.1500
Fax: 314.480.1505

Exhibit 5.6

June 3, 2013

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, Kentucky 40511

Re: Sealy Mattress Company of Kansas City, Inc.
Registration Statement on Form S-4 in connection with $375,000,000
Aggregate Principal Amount of 6.875% Senior Notes due 2020.

Ladies and Gentlemen:

We have acted as special local counsel to Sealy Mattress Company of Kansas City, Inc., a Missouri corporation ("**Sealy Kansas City**") in connection with that certain Registration Statement on Form S-4 (the "**Registration Statement"**) filed by Tempur Sealy International, Inc. (the "**Issuer**") and certain subsidiaries of the Issuer, including Sealy Kansas City, with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "**Act**"), relating to the issuance by the Issuer of the Issuer's $375,000,000 in aggregate principal amount of 6.875% Senior Notes due 2020 (the "**Exchange Notes**") and the guarantee as to the payment of principal and interest on the Exchange Notes as set forth in Article 10 of the "Indenture" (as such term is hereinafter defined) (the "**Exchange Note Guarantees**") by subsidiaries of the Issuer (including Sealy Kansas City). Pursuant to the prospectus forming a part of the Registration Statement, the Issuer is offering to exchange in the exchange offer up to $375,000,000 aggregate principal amount of Exchange Notes for a like principal amount of its outstanding 6.875% Senior Notes due 2020 (the "**Old Notes**") which have not been registered under the Act, and to exchange the Exchange Note Guarantees for the existing guarantees as to the payment of principal and interest on the Old Notes by certain subsidiaries of the Issuer. The Exchange Notes and the Exchange Note Guarantees will be registered under the Act as set forth in the Registration Statement and will be issued pursuant to the provisions of an Indenture dated as of December 19, 2012, among the Issuer, other subsidiaries of the Issuer listed on the signature pages thereof and the Bank of New York Mellon Trust Company, N.A., as trustee (the "**Base Indenture**"), to which newly acquired subsidiaries of the Issuer, including Sealy Kansas City, became parties thereto by executing that certain Supplemental Indenture dated as of March 18, 2013 (the "**Supplemental Indenture**"). The Base Indenture and the Supplemental Indenture are referred to collectively hereinafter as the "**Indenture.**" This opinion is being delivered in connection with an opinion required by Item 601(b)(5) of Regulation S-K under the Act. This opinion letter is limited to the matters expressly stated herein and no opinions are to be inferred beyond the opinions expressly so stated.

Section 1. The documents we have examined for purposes of this opinion are the following documents:

1.1. Originals as signed, or copies of originals showing signatures and identified to us as true copies of originals as signed, of the following documents each dated as set forth herein:

(a) The Indenture, including the provisions relating to the Exchange Note Guarantees;

(b) A specimen form of the Exchange Notes;

(c) Sealy Mattress Company of Kansas City, Inc. – Action by Unanimous Written Consent of the Board of Directors in Lieu of a Meeting dated as of March 18, 2013 as certified by the corporate secretary of Sealy Kansas City in the Opinion Certificate as hereinafter defined; and

(d) The Certificate of the Secretary of Sealy Kansas City dated as of even date herewith with respect to certain facts necessary for this opinion (the "**Opinion Certificate**").

1.2. We have also examined:

(a) The Amended and Restated Articles of Incorporation of Sealy Kansas City certified by the Secretary of State of Missouri dated March 13, 2013 (the "**Amended and Restated Articles**") further certified by the corporate secretary of Sealy Kansas City in the Opinion Certificate;

(b) The Bylaws of Sealy Kansas City certified by the corporate secretary of Sealy Kansas City in the Opinion Certificate (the "**Bylaws**"); and

(c) The Good Standing Certificate of the Secretary of State of Missouri issued with respect to Sealy Kansas City dated June 3, 2013 (the "**Good Standing Certificate**").

The documents listed in Sections 1.1(a) and 1.1(b) above are hereinafter collectively referred to as the "**Transaction Documents**." The Amended and Restated Articles and the Bylaws are hereinafter collectively referred to as the "**Organizational Documents**". The Amended and Restated Articles and the Good Standing Certificate are hereinafter collectively referred to as the "**Public Documents**". All of the Documents set forth in Subsections 1.1 and 1.2 are hereinafter collectively referred to as the "**Documents.**"

In rendering the following opinions, as to factual matters that affect our opinions, we have relied on (and assumed the accuracy of) representations and warranties of Sealy Kansas City set forth in the Transaction Documents, certificates, statements and other representations of officers of Sealy Kansas City set forth in the Opinion Certificate and the statements of public officials set forth in the Public Documents. We have also assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all Documents submitted to us as originals, the conformity to original documents of all Documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter Documents. We have assumed without investigation that there has been no relevant change or development between the dates of the Documents and the date of this letter. We have further assumed that the information upon which we have relied is accurate, that none of such information, if any, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have also assumed that there has been no oral or written modification of or amendment to any of the Documents we have reviewed, and that there has been no waiver of any provision of any of such Documents, by action or omission of the parties or otherwise. We have not reviewed other records, documents, certificates or instruments, or conducted any other investigations (beyond our review of the Documents) for purposes of rendering the opinions expressed below.

Section 2. Based on the foregoing and in reliance thereon and on the assumptions and subject to the qualifications and limitations set forth in this opinion, we are of the opinion that:

2.1. Sealy Kansas City is a corporation validly existing and in good standing under the laws of Missouri.

2.2. Sealy Kansas City had all necessary corporate power and authority to execute and deliver the Supplemental Indenture when executed and delivered and had and has all necessary corporate power and authority to perform its obligations under the Indenture.

2.3. Neither the execution or delivery of the Supplemental Indenture was, nor the performance by Sealy Kansas City of the Indenture, is in contravention of or in conflict with any term or provision of the Organizational Documents, or the statutes, regulations or other laws of Missouri.

Section 3. Our opinions are based on the assumptions upon which we have relied and are subject to the qualifications and limitations set forth in this letter including the following:

3.1. Without limiting the foregoing, no opinion is expressed herein with respect to (a) the qualification of the Exchange Notes or the Exchange Note Guarantees under the securities or blue sky laws of any federal, state or any foreign jurisdiction, or (b) the compliance with any federal or state law, rule or regulation relating to securities, or to the sale or issuance thereof.

This opinion is limited to matters governed by the General and Business Corporation Law of Missouri and only as to the matters expressly set forth herein; no opinion should be inferred as to any other matter. This opinion is furnished to, and may be relied upon and filed by you with the Registration Statement, but it is not to be used, circulated, quoted or otherwise referred to for any other purpose without our express written permission. Notwithstanding the foregoing, the law firm of Bingham McCutchen LLP may rely upon this opinion letter in connection with the opinion letter to be filed by such firm with respect to the Registration Statement. This opinion letter is rendered as of the date hereof, and we disclaim any obligation to advise you of facts, circumstances, events or developments including without limitation, future changes in applicable law that hereafter may be brought to our attention and that may alter, affect or modify the opinions expressed herein. This letter is our opinion as to certain legal conclusions as specifically set forth herein and is not and should not be deemed to be a representation or opinion as to any factual matters.

Very truly yours,

/s/ Husch Blackwell LLP
Husch Blackwell LLP

Exhibit 5.7

June 3, 2013

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, Kentucky 40511

Ladies and Gentlemen:

We have acted as special counsel in the State of North Carolina (the "State") to Sealy Real Estate, Inc. and SEALY TECHNOLOGY LLC (the "Opinion Parties"), each a subsidiary of Tempur Sealy International, Inc., a Delaware corporation (the "Company"), in connection with that certain registration statement on Form S-4 (the "Registration Statement") filed by the Company, and certain subsidiaries, including the Opinion Parties, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the issuance of the Company's 6.875% Senior Notes due 2020 (the "Exchange Notes") and the guarantees as to the payment of principal and interest on the Exchange Notes (the "Exchange Note Guarantees") by each of the entities listed in the Registration Statement as Guarantors (the "Guarantors").

Pursuant to the prospectus forming a part of the Registration Statement (the "Prospectus"), the Company is offering to exchange in the exchange offer (the "Exchange Offer") up to $375,000,000 aggregate principal amount of Exchange Notes for a like principal amount of its outstanding 6.875% Senior Notes due 2020 (the "Old Notes"), which have not been registered under the Act, and to exchange the Exchange Note Guarantees for the existing guarantees as to the payment of principal and interest on the Old Notes by certain Guarantors. The Exchange Notes and the Exchange Note Guarantees will be registered under the Act as set forth in the Registration Statement and will be issued pursuant to the provisions of an Indenture, dated as of December 19, 2012 (the "Indenture"), among the Company, as issuer, the subsidiaries of the Company listed on the signature pages thereto, as guarantors and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), as supplemented by that certain Supplemental Indenture, dated as of March 18, 2013, among the Company, certain of the Guarantors listed therein and the Trustee (collectively with the Indenture, the "Notes Indenture").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act. This opinion letter is limited to the matters expressly stated herein, and no opinions are to be inferred or may be implied beyond the opinions expressly as stated.

In rendering the opinions hereinafter set forth, we have reviewed final forms of the following documents (collectively, the "Documents"):

(i) The Notes Indenture, including the provisions related to the Exchange Note Guarantees;

(ii) A specimen form of the Exchange Notes;

(iii) The Articles of Incorporation of Sealy Real Estate, Inc.;

(iv) The Articles of Organization of SEALY TECHNOLOGY LLC;

(v) The Bylaws of Sealy Real Estate, Inc.;

(vi) The Operating Agreement of SEALY TECHNOLOGY LLC;

(vii) Certain resolutions and secretary certificates adopted by the Board of Directors of the Opinion Parties relating to the Exchange Offer, the Registration Statement and related matters.

The documents referenced in items (i) and (ii) above, inclusive, are hereinafter collectively referred to as the "Opinion Documents." We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Opinion Parties, certificates of public officials, certificates of officers or representative of the Opinion Parties and others, and such other documents, certificates and records as we have deemed necessary or appropriate to form the basis for the opinions set forth herein.

For purposes of the opinions expressed below, we have relied, without investigation or independent verification, on each of the following assumptions: (i) the authenticity of all documents submitted to us as originals, (ii) the conformity to the originals of all documents submitted as certified or photostatic copies and the authenticity of the originals thereof, (iii) the legal capacity of natural persons, (iv) the genuineness of all signatures, (v) the due authorization, execution and delivery of all documents by all parties and the validity, binding effect and enforceability thereof (other than the authorization, execution and delivery of the Opinion Documents, respectively, by the Opinion Parties, as the case may be), (vi) no party nor any other person has acted in a manner, and no other event has occurred, since the date of execution, adoption, effectiveness or delivery of the Opinion Documents or any other document reviewed by us having a date prior to the date hereof, as the case may be, that would affect an amendment, modify the interpretation thereof or cause any statement made therein not to be true and complete, and (vii) as to factual matters, the truthfulness of the representations and statements included in the Opinion Documents and in the certificates of public officials and officers and representatives of the Opinion Parties.

Based upon and subject to the foregoing and the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. Each of the Opinion Parties is a North Carolina corporation or limited liability company that is validly existing and in good standing under the laws of the State.

2. Each Opinion Party has the corporate power and authority to enter into and perform its obligations under the Notes Indenture.

3. The execution, delivery and performance of the Notes Indenture have been duly authorized by all necessary corporate action on the part of each Opinion Party.

4. The Notes Indenture has been duly executed and delivered by each Opinion Party.

5. The execution and delivery of the Notes Indenture by each of the Opinion Parties, as applicable, does not, and the performance of the Notes Indenture by each of the Opinion Parties, as applicable, will not (i) violate the articles of incorporation, or Bylaws, of the respective Opinion Parties, or (ii) violate any applicable North Carolina statute, regulation or law.

We express no opinion as to matters governed by the laws of any jurisdiction other than the laws of the State of North Carolina.

This opinion letter speaks only as of the date hereof, and we assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

This opinion letter is furnished to you for your benefit in connection with the filing of the Registration Statement and, except as set forth below, may not be relied upon for any other purpose without our prior written consent in each instance. Further, no portion of this letter may be quoted, circulated or referred to in any other document for any other purpose without our prior written consent. Notwithstanding the foregoing, the law firm of Bingham McCutchen LLP may rely upon this opinion letter in connection with the opinion letter to be filed by such firm with respect to the Registration Statement.

We hereby consent to the filing of this opinion letter with the Commission in connection with the filing of the Registration Statement referred to above. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission issued thereunder.

Very Truly Yours,

/s/ Peter U. Kanipe
Peter U. Kanipe

Exhibit 5.8

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PO Box 1008
Columbus, Ohio 43216-1008

614.464.6400 | www.vorys.com

Founded 1909

Vorys, Sater, Seymour and Pease LLP
Legal Counsel

June 3, 2013

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, Kentucky 40511

Re: Registration Statement on Form S-4 Relating to $375,0000,000 Aggregate Principal Amount of 6.875% Senior Notes due 2020

Ladies and Gentlemen:

We have acted as special local counsel in the State of Ohio (the "State") to Sealy Mattress Company, Sealy, Inc., Sealy Mattress Company of Puerto Rico and North American Bedding Company, each of which is an Ohio corporation (collectively, the "Ohio Guarantors"), in connection with that certain registration statement on Form S-4 (the "Registration Statement") filed on June 3, 2013, by Tempur Sealy International, Inc., a Delaware corporation (the "Company"), and certain subsidiaries of the Company, including the Ohio Guarantors, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"). The Registration Statement relates to the issuance by the Company of its 6.875% Senior Notes due 2020 (the "Exchange Notes") and the guaranties as to the Company's obligations under the Exchange Notes (the "Exchange Note Guaranties") by each of the entities listed in the Registration Statement as guarantors (the "Guarantors"), including the Ohio Guarantors.

Pursuant to the prospectus forming a part of the Registration Statement, the Company is offering to exchange in an exchange offer up to $375,000,000 aggregate principal amount of Exchange Notes for a like principal amount of its outstanding 6.875% Senior Notes due 2020 (the "Old Notes"), which have not been registered under the Act, and to exchange the Exchange Note Guaranties for the existing guaranties as to the Company's obligations under the Old Notes by certain subsidiaries of the Company. The Exchange Notes and the Exchange Note Guaranties are being registered under the Act as set forth in the Registration Statement and are being issued pursuant to the provisions of an Indenture, dated as of December 19, 2012 (the "Indenture"), among the Company, as issuer, certain subsidiaries of the Company, as guarantors, and New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented by that certain Supplemental Indenture, dated as of March 18, 2013, among the Company, certain of the Guarantors listed therein and the Trustee (collectively with the Indenture, the "Note Indenture").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act. This opinion letter is limited to the matters expressly stated herein, and no opinions are to be inferred or may be implied beyond the opinions expressly so stated.

In connection with the foregoing, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following documents:

(a) The Note Indenture, including the provisions relating to the Exchange Note Guaranties;

(b) A specimen form of Exchange Note;

(c) The Certificates of Good Standing dated as of June 3, 2013, issued by the Ohio Secretary of State with respect to each of the Ohio Guarantors, respectively, a copy of which is attached as an exhibit to the Officer's Certificate for each Ohio Guarantor, respectively (each, a "Good Standing Certificate");

(d) A copy of the Articles of Incorporation of each of the Ohio Guarantors, a copy of which is attached as an exhibit to the Officer's Certificate for each Ohio Guarantor, respectively (collectively, the "Articles");

(e) A copy of the Code of Regulations of each of the Ohio Guarantors, a copy of which is attached as an exhibit to the Officer's Certificate for each Ohio Guarantor, respectively (together with the Articles, the "Organizational Documents"); and

(f) Certificates of an officer of each of the Ohio Guarantors (the "Officer's Certificates"), as to certain questions of fact material to our opinions herein.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Ohio Guarantors, certificates of public officials, certificates of officers or representatives of the Ohio Guarantors and others, and such other documents, certificates and records as we have deemed necessary or appropriate to form the basis for the opinions set forth herein.

In rendering this opinion letter, we have assumed, with your consent and without having made any independent investigation or verification of any facts relating thereto, the following: (i) the authenticity of all documents submitted to us as originals, (ii) the conformity to the originals of all documents submitted as certified or photostatic copies and the authenticity of the originals thereof, (iii) the legal capacity of natural persons, (iv) the genuineness of all signatures, (v) the due authorization, execution and delivery of all documents by all parties and the validity, binding effect and enforceability thereof (other than the authorization, execution and delivery of the Note Indenture by the Ohio Guarantors), (vi) no party nor any other person has acted in a

manner, and no other event has occurred, since the date of execution, adoption, effectiveness or delivery of the Note Indenture or any other document reviewed by us having a date prior to the date hereof, as the case may be, that would effect an amendment, modify the interpretation thereof or cause any statement made therein not to be true and complete, and (vii) as to factual matters, the truthfulness of the representations and statements included in the Note Indenture, the Officer's Certificates and the certificates of public officials.

Further, we have made no independent investigation of the records or files of the Ohio Guarantors (other than our review of the Organizational Documents of each Ohio Guarantor and the Note Indenture), and have made no attempt to verify any information, if any, which may have been provided to us by any other person. Without limiting the generality of the foregoing, we have made no examination of the character, organization, activities or authority of any party to the Note Indenture (except with respect to the Ohio Guarantors, to the extent specifically described herein) which might have any effect upon our opinions expressed herein.

Based upon and subject to the foregoing and the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. Each Ohio Guarantor is a corporation validly existing and, based solely on the Good Standing Certificate for such Guarantor, in good standing in the State.

2. Each Ohio Guarantor has the corporate power and authority to enter into and perform its obligations under the Note Indenture.

3. The Note Indenture has been duly executed and delivered by each Ohio Guarantor.

4. The execution, delivery and the performance of the Note Indenture by each Ohio Guarantor have been duly authorized by all necessary corporate action on the part of such Ohio Guarantor.

5. The execution and delivery of the Note Indenture by each Ohio Guarantor do not, and the performance of the Note Indenture by each Ohio Guarantor will not (i) violate the Organizational Documents of such Guarantor, or (ii) violate any State statute, law or regulation which in our experience is normally applicable to transactions of the nature contemplated by the Note Indenture.

Our opinion in paragraph 1 above regarding the valid existence and good standing of the Ohio Guarantors under State law is based solely upon our review of good standing certificates issued by the Ohio Secretary of State. The phrase "corporate power and authority" in paragraph 2 above means, with respect to the Ohio Guarantors, the power and authority under the Ohio General Corporation Law and the respective Organizational Documents of each Ohio Guarantor.

We express no opinion as to matters governed by the statutes, laws or regulations of any jurisdiction other than the State.

Our opinions expressed herein are based upon our review of those statutes, laws and regulations of the State that, in our experience, are normally applicable to transactions of the nature provided for in the Note Indenture, but without having made any review of any other statutes, laws or regulations. Without limiting the generality of the foregoing, we have not conducted requisite factual or legal examinations, and accordingly we express no opinion, except as set forth herein, with respect to the application, if any, of statutes, laws or regulations concerning or promulgated by (i) environmental effects or agencies; (ii) fraudulent dispositions or obligations (R.C. Chapter 1336 and R.C. Section 1313.56); (iii) securities laws; (iv) any county, city, town, municipality or other political subdivision of the State, (v) any order of any court or other authority directed specifically to any party to the Note Indenture; (vi) any taxes or tax effect; (vii) industries of which the operations, financial affairs or profits are regulated by the State (for example, banks and thrifts institutions); (viii) racketeer influenced and corrupt organizations (RICO) statutes; (ix) utility regulation; (x) intellectual property laws; (xi) the necessity of any party to qualify to do business in the State; or (xii) antitrust laws.

This opinion letter is given as of the date hereof, and we disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter.

This opinion letter is furnished to you for your benefit in connection with the filing of the Registration Statement and, except as set forth below, may not be relied upon for any other purpose without our prior written consent in each instance. Further, no portion of this opinion letter may be quoted, circulated or referred to in any other document for any other purpose without our prior written consent. Notwithstanding the foregoing, the law firm of Bingham McCutchen LLP may rely upon this opinion letter in connection with the opinion letter to be filed by such firm with respect to the Registration Statement.

We hereby consent to the filing of this opinion letter with the Commission in connection with the filing of the Registration Statement referred to above. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission issued thereunder.

Very truly yours,

/s/ Vorys, Sater, Seymour and Pease LLP
Vorys, Sater, Seymour and Pease LLP

Exhibit 5.9

June 3, 2013

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, Kentucky 40511

Re: Registration Statement on Form S-4 Relating to $375,000,000 Aggregate Principal Amount of 6.875% Senior Notes

Ladies and Gentlemen:

We have acted as special Tennessee counsel for Tempur Sealy International, Inc., f/k/a Tempur-Pedic International Inc. (the "Company"), a Delaware corporation, and Sealy Mattress Company of Memphis, a Tennessee corporation (the "Tennessee Guarantor"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Company, the Tennessee Guarantor and the other registrant guarantors named therein with the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Act"), relating to the issuance by the Company of up to $375,000,000 aggregate principal amount of 6.875% Senior Notes due 2020 (the "Exchange Notes") and the issuance by the Tennessee Guarantor and the other guarantors of guarantees (the "Guarantees") of the Exchange Notes. The Exchange Notes will be issued under, and the Guarantees are issued as provided in, an indenture dated as of December 19, 2012 (the "Indenture"), among the Company, the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented by that certain Supplemental Indenture dated as of March 18, 2013 by and among the Company, the guarantors named therein (including the Tennessee Guarantor) and the Trustee (collectively with the Indenture, the "Notes Indenture"). The Company will offer the Exchange Notes and the Guarantees in exchange for up to $375,000,000 aggregate principal amount of its outstanding 6.875% Senior Notes due 2020 and the related guarantees.

This opinion letter is delivered to you in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act. Capitalized terms used herein and not otherwise defined herein have the meanings assigned to such terms in the Indenture.

With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on our part except to the extent, if any, otherwise expressly stated, and we express no opinion with respect to the subject matter or accuracy of the assumptions or items upon which we have relied.

A. SCOPE OF REVIEW

In preparation for the issuance of this letter, we have reviewed the following documents:

(1) an executed copy of the Indenture;

(2) an executed copy of the Supplemental Indenture;

(3) a specimen form of the Exchange Notes; and

(4) the Registration Statement.

The above documents are collectively referred to as the "Documents." We have also reviewed the following additional documents:

(1) the Secretary's Certificate of the Tennessee Guarantor dated as of March 18, 2013 (the "Secretary's Certificate");

(2) a copy of the Charter of the Tennessee Guarantor certified by the Secretary of State of the State of Tennessee on February 20, 2013 and certified by the Secretary of the Tennessee Guarantor in the Secretary's Certificate as being complete and correct and in full force and effect as of the date hereof;

(3) a copy of the Bylaws of the Tennessee Guarantor, certified by the Secretary of the Tennessee Guarantor in the Secretary's Certificate as being complete and correct and in full force and effect as of March 18, 2013;

(4) a copy of resolutions adopted by the directors of the Tennessee Guarantor certified by the Secretary of the Tennessee Guarantor in the Secretary's Certificate as being complete and correct and in full force and effect as of March 18, 2013; and

(5) a copy of a certificate, dated May 30, 2013, of the Secretary of State of the State of Tennessee as to the existence and good standing of the Tennessee Guarantor in the State of Tennessee as of such date (the "Certificate of Existence").

The documents referred to in items (2) and (3) above are referred to herein collectively as the "Certified Organizational Documents."

We have reviewed no other documents in connection with the preparation or issuance of this letter. When an opinion is expressed "to our knowledge," we mean that we have performed no diligence whatsoever with respect to the matter and that our attorneys who have materially participated in the preparation of this letter and the consummation of the transactions contemplated by the Documents have no actual present awareness that the opinion rendered is untrue.

B. APPLICABLE LAW

The opinions expressed in this letter are limited to the laws and regulations of the State of Tennessee that are normally applicable to unregulated business entities and to transactions of the type contemplated by the Documents ("Applicable Laws"). We have not evaluated, and express no opinion regarding, the laws of any other state or jurisdiction.

C. ASSUMPTIONS

In rendering our opinions, we have assumed, with your permission, the following matters, without independent investigation:

1. As to all parties and documents, (i) the genuineness of all signatures, (ii) the legal capacity of all natural persons, (iii) the authenticity of all documents submitted to us as originals, and (iv) the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such copies.
2. As to parties to the Notes Indenture other than the Tennessee Guarantor (the "Other Parties"), (i) the due authorization of all relevant documents by the Other Parties, and (ii) that all relevant documents are legal, valid and binding obligations of the Other Parties, enforceable in accordance with their terms, except for limitations that would not affect the opinion stated in this letter.
3. All representations and other information contained in the Documents (including, without limitation, the schedules and exhibits attached thereto) as to factual matters are correct and complete, and no changes have occurred in the facts and circumstances disclosed in or serving as a basis of such representations, warranties, certificates and documents from the dates thereof to the date of this letter. As to other matters of fact relevant to our opinions, with your permission, we have relied upon the representations of the Tennessee Guarantor stated in the Secretary's Certificate.
4. The Tennessee Guarantor will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to future performance of the Documents.
5. The indebtedness incurred and obligations undertaken by the Tennessee Guarantor pursuant to the Documents have been incurred and undertaken for adequate consideration.

6. The Tennessee Guarantor is not insolvent or rendered insolvent by the execution of the Documents to which it is a party and the Tennessee Guarantor's execution and performance thereunder will not cause it to be unable to pay its debts as they become due in the normal course of business.
7. The Exchange Notes have been issued in accordance with the provisions of the Notes Indenture for the issuance thereof against payment therefor in accordance with the terms of any agreement pursuant to which they were to be issued or sold.
8. There has not been any mutual mistake of fact or misunderstanding, fraud, duress, or undue influence that affects the Notes Indenture.
9. There are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing or performance among any of the parties, that would define, supplement or qualify the terms of the Notes Indenture.

D. OPINIONS

Based upon and subject to the foregoing and the exclusions and qualifications set forth below, we are of the opinion as of this date that:

1. Based solely on the Certificate of Existence, the Tennessee Guarantor is a corporation existing and in good standing under the laws of the State of Tennessee.
2. The Tennessee Guarantor has the requisite corporate power and authority to execute, deliver, and perform its obligations under the Documents to which it is a party and has taken all necessary and appropriate corporate action to authorize the execution, delivery, and performance of the Documents to which it is a party.
3. The Documents to which the Tennessee Guarantor is a party have been duly executed and delivered on behalf of the Tennessee Guarantor.
4. The execution, delivery, and performance by the Tennessee Guarantor of the Documents to which it is a party (i) have been duly authorized by all necessary corporate action, and (ii) do not violate (1) any provision of the Certified Organizational Documents, (2) any Applicable Laws, or (3) to our knowledge, any order, writ, judgment, injunction, decree, determination, or award presently effective under Applicable Laws and having applicability to the Tennessee Guarantor.

E. EXCLUSIONS

Unless explicitly addressed herein, this opinion does not address any of the following legal issues, and we specifically express no opinion with respect thereto:

1. Federal securities laws and regulations, state securities laws and regulations (including all "Blue Sky" laws), and laws and regulations relating to commodity (and other) futures and indices and other similar instruments, or laws or regulations relating to swaps and other interest rate hedging arrangements or guarantees of obligations arising thereunder.
2. Pension and employee benefit laws and regulations (e.g., ERISA).
3. Federal and state antitrust and unfair competition laws and regulations.
4. Compliance with fiduciary duty requirements or the consequences of any breach thereof.
5. Federal and state environmental laws and regulations.
6. Federal and state land use, zoning, building, construction, and subdivision laws and regulations.
7. Any laws, rules, or regulations of any county, municipality, or similar political subdivision or the agencies or instrumentalities thereof.
8. Federal and state tax laws and regulations, except as expressly set forth herein.
9. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations.
10. Federal and state racketeering laws and regulations (e.g., RICO).
11. Federal and state health and safety laws and regulations (e.g., OSHA).
12. Federal and state labor laws and regulations.
13. Federal and state laws, regulations and policies concerning (i) national and local emergency and terrorism, (ii) possible judicial deference to acts of sovereign states, (iii) corrupt practices, including without limitation, the Foreign Corrupt Practices Act of 1977; and (iv) criminal and civil forfeiture laws.
14. Federal and state insurance laws and regulations.
15. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).
16. Federal and state banking and financial institution and financial services laws.

17. Federal and state laws and regulations regarding usury, interest rates, loan fees, and other loan, lender, or transaction charges or fees.

F. QUALIFICATIONS

The opinions expressed above are subject to the following qualifications:

1. Our opinions expressed above are subject to the effect of applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and similar laws affecting the enforcement of creditors' rights generally. This exception includes:
   i. Title 11 of the United States Code (the "Bankruptcy Code"), including, but not limited to, matters of turn-over, automatic stay, avoiding powers, fraudulent transfer, preference, discharge, conversion of a non-recourse obligation into a recourse claim, limitations on *ipso facto* and anti-assignment clauses and the coverage of pre-petition security agreements applicable to property acquired after a petition is filed;
   ii. all other federal and state bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement and assignment for the benefit of creditors laws that affect the rights and remedies of creditors generally;
   iii. all other federal bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement, and assignment for the benefit of creditors laws that have reference to or affect generally only creditors of specific types of debtors and state laws of like character; and
   iv. state fraudulent transfer and fraudulent conveyance laws.
2. We express no opinion with respect to the Tennessee Guarantor's licenses or permits.

G. GENERAL PROVISIONS

1. This letter speaks only as of the date hereof. We undertake no obligation to advise you of facts or changes in law occurring after the date of this letter that might affect the opinions expressed herein. This letter is limited to the matters expressly stated herein and no opinions are to be inferred or may be implied beyond the opinions expressly set forth herein. Your acceptance of this letter constitutes your acknowledgment that you have not relied upon any representation on our part with respect to the transactions contemplated by the Documents beyond the specific matters set forth herein.

2. This letter is delivered to the Company for its benefit in connection with the filing of the Registration Statement and, except as set forth below, may not be relied upon for any other purpose without our written consent in each instance. Further, no portion of this letter may be quoted, circulated or referred to in any other document for any purpose without our prior written consent. Notwithstanding the foregoing, we hereby consent to the filing of this opinion letter with the SEC in connection with the filing of the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the SEC issued thereunder. In addition, Bingham McCutchen LLP, legal counsel to the Company, the Tennessee Guarantor and the Other Parties, may rely upon this opinion with respect to matters set forth herein that are governed by Applicable Laws for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

3. To ensure our compliance with certain IRS Treasury regulations, we hereby inform you that (i) this letter was not written to support the promotion and marketing of the transactions addressed herein, (ii) this letter was not intended or written to be used, and cannot be used, by any person or entity for the purpose of avoiding U.S. federal tax penalties that may be imposed on such person or entity, and (iii) each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Sincerely,

/s/ Bradley Arant Boult Cummings LLP
Bradley Arant Boult Cummings LLP

Exhibit 5.10

THOMPSON & KNIGHT LLP

ATTORNEYS AND COUNSELORS

ONE ARTS PLAZA
1722 ROUTH STREET • SUITE 1500
DALLAS, TEXAS 75201-2533
214.969.1700

FAX 214.969.1751
www.tklaw.com

AUSTIN
DALLAS
DETROIT
FORT WORTH
HOUSTON
LOS ANGELES
NEW YORK
SAN FRANCISCO

ALGIERS
LONDON
MONTERREY
PARIS

June 3, 2013

Tempur Sealy International, Inc.
100 Tempur Way
Lexington, Kentucky 40511

Ladies and Gentlemen:

We have acted as special Texas counsel for Sealy Texas Management, Inc., a Texas corporation (the "Company"), in connection with that certain registration statement on Form S-4 (the "Registration Statement") filed by Tempur Sealy International, Inc., a Delaware corporation (the "Parent"), and certain subsidiaries of the Parent, including the Company, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the issuance of the Parent's 6.875% Senior Notes due 2020 (the "Exchange Notes") and the guarantees as to the payment of principal and interest on the Exchange Notes (the "Exchange Note Guarantees") by each of the entities listed in the Registration Statement as Guarantors (the "Guarantors"). Pursuant to the prospectus forming a part of the Registration Statement (the "Prospectus"), the Parent is offering to exchange in the exchange offer (the "Exchange Offer") up to $375,000,000 aggregate principal amount of Exchange Notes for a like principal amount of its outstanding 6.875% Senior Notes due 2020 (the "Old Notes"), which have not been registered under the Act, and to exchange the Exchange Note Guarantees for the existing guarantees as to the payment of principal and interest on the Old Notes by certain of the Guarantors. The Exchange Notes and the Exchange Note Guarantees will be registered under the Act as set forth in the Registration Statement and will be issued pursuant to the provisions of the Indenture, dated as of December 19, 2012 (as amended and supplemented, the "Base Indenture"), among the Parent, as issuer, certain subsidiaries of the Parent, as guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented by that certain Supplemental Indenture, dated as of March 18, 2013, among Parent, certain of the Guarantors (including the Company), and the Trustee (collectively with the Base Indenture, the "Indenture"). This opinion letter is furnished to you in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

In connection with this opinion letter, we have examined original counterparts or copies of original counterparts of the documents listed in Section A of Schedule I hereto (the "Transaction Documents"). In addition, we have reviewed a Secretary's Certificate of the Company dated March 18, 2013 and delivered by the Company pursuant to the Indenture, including the Company's Articles of Incorporation and Bylaws attached thereto as Exhibits C and D, respectively. We have also examined originals or copies of such other records of the Company, certificates of public officials and of officers or other representatives of the Company and agreements and other documents as we have deemed necessary, subject to the assumptions set forth below, as a basis for the opinions expressed below.

In rendering the opinions expressed below, we have assumed:

(i) The genuineness of all signatures.

(ii) The authenticity of the originals of the documents submitted to us.

(iii) The conformity to authentic originals of any documents submitted to us as copies.

(iv) As to matters of fact, the truthfulness of the representations made or otherwise incorporated in the Indenture and the other Transaction Documents and representations and statements made in certificates of public officials and officers or other representatives of the Company.

(v) That the Transaction Documents constitute valid, binding and enforceable obligations of each party thereto.

(vi) That:

(A) The execution, delivery and performance by the Company of the Transaction Documents to which it is a party do not:

(1) except with respect to Applicable Laws, violate any law, rule or regulation applicable to it, or

(2) result in any conflict with or breach of any agreement or document binding on it of which any addressee hereof has knowledge, has received notice or has reason to know.

(B) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or (to the extent the same is required under any agreement or document binding on it of which an addressee hereof has knowledge, has received notice or has reason to know) any other third party is required for the due execution, delivery or performance by the Company of any Transaction Document to which it is a party or, if any such authorization, approval, action, notice or filing is required, it has been duly obtained, taken, given or made and is in full force and effect.

(C) The Company was not induced by fraud to enter into any Transaction Document.

We have not independently established the validity of the foregoing assumptions.

As used herein, "Applicable Laws" means the laws, rules and regulations of the State of Texas, that in our experience are normally applicable to the Company, the Transaction Documents or transactions of the type contemplated by the Transaction Documents. However, the term "Applicable Laws" does not include:

(i) Any state or federal laws, rules or regulations relating to: (A) pollution or protection of the environment; (B) zoning, land use, building or construction; (C) occupational safety and health or other similar matters; (D) labor or employee rights and benefits, including without limitation the Employee Retirement Income Security Act of 1974, as amended; (E) the regulation of utilities; (F) antitrust and trade regulation; (G) tax; (H) securities, including without limitation federal and state securities laws, rules or regulations and the Investment Company Act of 1940, as amended; (I) corrupt practices, including without limitation the Foreign Corrupt Practices Act of 1977, as amended; (J) insurance; and (K) copyrights, patents, service marks and trademarks.

(ii) Any laws, rules or regulations of any county, municipality or similar political subdivision or any agency or instrumentality thereof.

(iii) Any laws, rules or regulations that are applicable to the Company, the Transaction Documents or such transactions solely because such laws, rules or regulations are part of a regulatory regime applicable to any party to any of the Transaction Documents or any of its affiliates because of the specific assets or business of such party or such affiliate.

Based upon the foregoing, and subject to the qualifications and limitations herein set forth, we are of the opinion that:

1. The Company is a corporation that is validly existing under the laws of the State of Texas and its right to transact business in the State of Texas is active.

2. The Company (a) has the corporate power and authority to execute, deliver and perform each Transaction Document to which it is a party, (b) has taken all corporate action necessary to authorize the execution, delivery and performance of such Transaction Documents, and (c) has duly executed and delivered such Transaction Documents.

3. The execution and delivery by the Company of the Transaction Documents to which it is a party do not, and the performance by the Company of its obligations thereunder will not, (a) violate the articles of incorporation or bylaws of the Company, or (b) result in a violation by the Company of any Applicable Laws.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) Our opinions are limited to Applicable Laws.

(b) With respect to our opinion in paragraph 1, we have relied exclusively upon the certificates of public officials described in Section B of Schedule I hereto.

This opinion letter is rendered to you for your benefit in connection with the filing of the Registration Statement. The law firm of Bingham McCutchen LLP may rely upon this opinion letter in connection with the opinion letter to be filed by such firm with respect to the Registration Statement. Without our prior written consent, this opinion letter may not be relied upon by any person other than you or Bingham McCutchen LLP pursuant to the preceding sentence, or by you, or Bingham McCutchen LLP, for any other purpose.

This opinion letter has been prepared, and is to be understood, in accordance with customary practice of lawyers who regularly give and lawyers who regularly advise recipients regarding opinions of this kind, is limited to the matters expressly stated herein and is provided solely for purpose specified in the preceding paragraph, and no opinions may be inferred or implied beyond the matters expressly stated herein. The opinions expressed herein are rendered and speak only as of the date hereof and we specifically disclaim any responsibility to update such opinions subsequent to the date hereof or to advise you of subsequent developments affecting such opinions. We note that we only represent the Company and its affiliates with respect to specific transactions, including the transactions contemplated by the Transaction Documents, and we are not general outside counsel for the Company and its affiliates.

We hereby consent to the filing of this opinion letter with the Commission in connection with the filing of the Registration Statement referred to above. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission issued thereunder.

Respectfully submitted,

/s/ Thompson & Knight LLP
Thompson & Knight LLP

SES
JD

SCHEDULE I

SECTION A.
TRANSACTION DOCUMENTS

(1) The Indenture, including the provisions related to the Exchange Note Guarantees.

(2) A specimen form of the Exchange Notes.

SECTION B.
CERTIFICATES OF PUBLIC OFFICIALS

Relevant Party	State	Type of Certificate	Date of Certificate
Company	Texas	Certificate of Existence	June 3, 2013
Company	Texas	Franchise Tax Account Status	June 3, 2013

Exhibit 12.1

COMPUTATION OF EARNINGS TO FIXED CHARGES

($ in millions)

	Supplemental Pro Forma Information [1]		Tempur-Pedic International Inc. Historical					
	Three Months Ended March 31,	Year Ended December 31,	Three Months Ended March 31,	Years Ended December 31,				
	2013	2012	2013	2012	2011	2010	2009	2008
Income before income taxes	$ 28.5	$ 215.1	$ 14.9	$ 229.2	$ 328.4	$ 230.9	$ 128.0	$ 107.4
Fixed Charges:								
Interest expense and amortization of debt discount and financing cost	27.7	108.8	27.9	18.8	11.9	14.5	17.3	25.1
Estimate of the interest within the rental expense	1.5	6.4	0.1	0.4	0.5	0.3	0.4	0.5
Total Fixed Charges	29.2	115.2	$ 28.0	$ 19.2	$ 12.4	$ 14.8	$ 17.7	$ 25.6
Income before income taxes and Fixed Charges	$ 67.7	$ 330.3	$ 42.90	$248.40	$340.80	$245.70	$145.70	$133.00
Ratio of Earnings to Fixed Charges [2]	2.3x	2.9x	1.5x	12.9x	27.5x	16.6x	8.2x	5.2x

(1) The supplemental pro forma information has been adjusted to give pro forma affect to the acquisition of Sealy Corporation and related financings (collectively, the "Transactions"), which were completed on March 18, 2013, as if they had occurred on January 1, 2012 in the case of the supplemental pro forma information for the year ended December 31, 2012, and as if they had occurred on January 1, 2013 in the case of the pro forma supplemental information for the three months ended March 31, 2013. The supplemental pro forma financial information gives effect to events that are directly related to the Transactions, are expected to have a continuing impact, and are factually supportable. For more information regarding the pro forma amounts and adjustments, please refer to the unaudited pro forma combined condensed financial data included as Exhibit 99.3 to Tempur-Pedic's Current Report on Form 8-K/A filed on June 3, 2013, which is incorporated into the prospectus included in the registration statement related to this Exhibit 12.1.

(2) For purposes of computer the ratios of earnings to fixed charges, "earnings" consist of earnings from income before income taxes plus fixed charges, including capitalized interest. "Fixed charges" consist of interest incurred on indebtedness including: capitalized interest, amortization of debt expenses and portion of rental expense under operating leases deemed to be the equivalent of interest. Ratios of earnings to fixed charges are calculated above.

Exhibit 21.1

SUBSIDIARIES OF TEMPUR SEALY INTERNATIONAL, INC.

Entity	State or Country of Organization
Tempur World, LLC	Delaware
Tempur-Pedic Management, LLC	Delaware
Tempur-Pedic Manufacturing, Inc.	Delaware
Tempur Production USA, LLC	Virginia
Dawn Sleep Technologies, Inc.	Delaware
Tempur-Pedic Sales, Inc.	Delaware
Tempur-Pedic North America, LLC	Delaware
Tempur-Pedic Technologies, Inc.	Delaware
Tempur-Pedic America, LLC	Delaware
Tempur Holdings B.V.	Netherlands
Dan-Foam ApS	Denmark
Tempur Danish Holdings ApS	Denmark
Tempur Danmark P/S	Denmark
Dan-Foam Acquisition ApS	Denmark
Tempur UK, Ltd.	United Kingdom
Tempur-Pedic Canada Holding Company, ULC	Canada
1390658 Ontario Inc.	Canada
Tempur do Brasil Industria E Comercio De Colhoes LTDA	Brazil
Tempur Japan Yugen Kaisha	Japan
Tempur International Limited	United Kingdom
Tempur Danmark A/S	Denmark
Tempur Suomi OY	Finland
Tempur Norge AS	Norway
Tempur Sverige AB	Sweden
Tempur Italia S.L.R.	Italy
Tempurpedic Ecuador Compania Limitada	Ecuador
Tempur France SAS	France
Tempur Holding GmbH	Germany
Tempur Sleep Center GmbH	Germany
Tempur Deutschland GmbH	Germany
Tempur Schweiz AG	Switzerland
Tempur Polska Sp Z.o.o.	Poland
Tempur Portugal, Unipessoal LDA	Portugal
TEMPUR Pedic Espa ñ a, S.A,	Spain
Tempur Singapore Pte Ltd.	Singapore
Tempur Benelux B.V.	Netherlands
Tempur Benelux Retail B.V	Netherlands
Tempur Osterreich GmbH	Austria
Tempur Australia Pty. Ltd.	Australia
Tempur New Zealand Ltd.	New Zealand
Tempur China Holding Co. Ltd	Hong Kong
Tempur Shanghai Holding Ltd	Hong Kong
Tempur Pedic (Shanghai) Trading Co., Ltd	China
Tempur Korea Limited	South Korea
Sealy Mattress Corporation	Delaware
Sealy Mattress Company	Ohio
Sealy Mattress Company of Puerto Rico	Ohio

Ohio-Sealy Mattress Manufacturing Co., Inc.	Massachusetts
Ohio-Sealy Mattress Manufacturing Co.	Georgia
Sealy Mattress Company of Kansas City, Inc.	Missouri
Sealy Mattress Company of Memphis	Tennessee
Sealy Mattress Company of Illinois	Illinois
A. Brandwein & Company	Illinois
Sealy Mattress Company of Albany, Inc.	New York
Sealy of Maryland and Virginia, Inc.	Maryland
Sealy of Minnesota, Inc.	Minnesota
North American Bedding Company	Ohio
Sealy, Inc.	Ohio
Mattress Holdings International, LLC	Delaware
The Ohio Mattress Company Licensing and Components Group	Delaware
Sealy Mattress Manufacturing Company, Inc.	Delaware
Sealy Technology LLC	North Carolina
Comfort Revolution International, LLC	Delaware
Sealy Kurlon Limited	India
Sealy Korea, Inc.	Delaware
Sealy (Switzerland) Gmbh	Switzerland
Sealy (Switzerland) GmbH Finance	Guernsey, Channel Islands
Mattress Holdings International B.V.	The Netherlands
Sealy Canada, Ltd.	Alberta
Gestion Centurion, Inc.	Quebec
Sealy Argentina SRL	Argentina
Sealy Uruguay SRL	Uruguay
Sealy Andina Limitada	Chile
Sealy Asia (Singapore) Pte, Ltd.	Singapore
Sealy Asia (Hong Kong) Ltd	Hong Kong
Sealy Asia (Malaysia) Sdn. Bhd	Malaysia
Sealy India (Holdings) Pte Ltd	Singapore
Sealy India (Holdings) Pte Ltd	India
Sealy New Zealand Ptd Ltd	New Zealand
Sealy China (Holdings) Ltd	Hong Kong
Sealy Trading (Shanghai) Co. Ltd	China
Sealy Bedding & Furniture (Shanghai) Co., Ltd	China
Sealy do Brasil, Limitada	Sorocaba, Brasil
Sealy Mattress Company Mexico S. De R.L. De C.V.	Mexico
Sealy Servicios De Mexico S.A. De C.V.	Mexico
Sealy Colchones De Mexico S.A. De C.V.	Mexico
Sealy Real Estate, Inc.	North Carolina
Sealy Texas Management, Inc.	Texas
Sealy Mattress Co. of S.W. Virginia	Virginia
Western Mattress Company	California
Advanced Sleep Products	California
Sealy Components—Pads, Inc.	Delaware
Sealy Mattress Company of Michigan, Inc.	Michigan

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in the Registration Statement (Form S-4) and to the incorporation by reference therein of our report dated February 1, 2013 (except for the matters discussed in Note 18 pertaining to guarantor and non-guarantor financial information, as to which the date is April 1, 2013), with respect to the consolidated financial statements and schedule of Tempur-Pedic International Inc. and Subsidiaries, included in its Form 8-K dated April 1, 2013, filed with the Securities and Exchange Commission. We also consent to the incorporation by reference of our report dated February 1, 2013 with respect to the effectiveness of internal control over financial reporting of Tempur-Pedic International, Inc. and Subsidiaries, included in its Annual Report (Form 10-K) for the year ended December 31, 2012, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Louisville, Kentucky
June 3, 2013

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of our report relating to the consolidated financial statements of Sealy Corporation dated February 4, 2013 (April 1, 2013 as to Note 29) appearing in the Current Report on Form 8-K of Sealy Corporation dated April 1, 2013. We also consent to the reference to us under the heading “Experts” in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche LLP

Raleigh, North Carolina
June 3, 2013

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)**

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

(State of incorporation if not a U.S. national bank)	**95-3571558** (I.R.S. employer identification no.)
700 South Flower Street Suite 500 Los Angeles, California (Address of principal executive offices)	**90017** (Zip code)

Evelyn T. Furukawa
400 South Hope Street
Mellon Bank Center
Los Angeles, California 90071
213.630.6463
(Name, address and telephone number of agent for service)

TEMPUR SEALY INTERNATIONAL, INC.
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**33-1022198** (I.R.S. employer identification no.)
1000 Tempur Way Lexington, Kentucky (Address of principal executive offices)	**40511** (Zip code)

6.875% Senior Notes
Guarantees of the 6.875% Senior Notes
(Title of the Indenture Securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, D.C. 20219
Federal Reserve Bank	San Francisco, California 94105
Federal Deposit Insurance Corporation	Washington, D.C. 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

3-15. Not applicable.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A. (Exhibit 1 to Form T-1 filed as Exhibit 25.1 to the Registration Statement on Form S-3 File No. 333-121948 and Exhibit 1 to Form T-1 filed as Exhibit 25.1 to the Registration Statement on Form S-3 No. 333-152875).

2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed as Exhibit 25.1 to the Registration Statement on Form S-3 File No. 333-152875).

3. A copy of the authorization of the trustee to exercise corporate trust powers. (Exhibit 3 to Form T-1 filed as Exhibit 25.1 to the Registration Statement on Form S-3 File No. 333-152875).

4. A copy of the existing by-laws of the trustee. (Exhibit 4 to Form T-1 filed as Exhibit 25.1 to the Registration Statement on Form S-3 File No. 333-152875).

6. The consent of the trustee required by Section 321(b) of the Act.

7. A copy of the latest report of condition of the trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of Chicago, and State of Illinois, on the day of May, 2013.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: /
Name:
Title:

EXHIBIT 6

CONSENT OF THE TRUSTEE

Pursuant to the requirements of Section 321 (b) of the Trust Indenture Act of 1939, and in connection with the proposed issue of Comstock Resources, Inc., The Bank of New York Mellon Trust Company, N.A. hereby consents that reports of examinations by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon request therefore.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: _____

Chicago, Illinois
_____ __, 2013

Exhibit 99.1

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to the action to be taken, you should immediately consult your broker, bank manager, lawyer, accountant, investment advisor or other professional advisor.

LETTER OF TRANSMITTAL
Relating to

Tempur Sealy International, Inc.

Offer to Exchange
Up to $375,000,000 Principal Amount Outstanding of
6.875% Senior Notes due 2020 (CUSIP Nos. U8801TAA5 and 88023UAA9)
for
a Like Principal Amount of
6.875% Senior Notes due 2020
which have been registered under the Securities Act of 1933

Pursuant to the Prospectus, dated , 2013

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2013, UNLESS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE"). TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

For Delivery by Hand, Overnight Delivery, Registered or Certified Mail:

The Bank of New York Mellon Trust Company, N.A., as Exchange Agent
c/o The Bank of New York Mellon Corporation
Corporate Trust Operations - Reorganization Unit
111 Sanders Creek Parkway
East Syracuse, NY 13057
Attention: _____

By Facsimile:
(732) 667-9408
Corporate Trust Operations
Reorganization Unit

To Confirm by Telephone:
(315) 414-
Corporate Trust Operations
Reorganization Unit

For Information, Call:
(315) 414-
Corporate Trust Operations
Reorganization Unit

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

THE INSTRUCTIONS CONTAINED HEREIN SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

The undersigned acknowledges that he or she has received the Prospectus, dated , 2013 (the "Prospectus"), of Tempur-Sealy International, Inc., a Delaware corporation (the "Company" or "Tempur-Pedic"),

and this letter of transmittal (this "Letter of Transmittal"), which together constitute the Company's offer to exchange (the "Exchange Offer") an aggregate principal amount of up to $375,000,000 of registered 6.875% Senior Notes due 2020 of the Company (the "Exchange Notes") for an equal principal amount of the Company's outstanding 6.875% Senior Notes due 2020 (the "Original Notes"). Capitalized terms used but not defined herein shall have the same meaning given to them in the Prospectus.

For each Original Note accepted for exchange, the holder of such Original Note will receive an Exchange Note having a principal amount equal to that of the surrendered Original Note. The Exchange Notes will bear interest at a rate of 6.875% per annum from the most recent date on which interest on the Original Notes has been paid or, if no interest has been paid on such Original Notes, from December 19, 2012. Interest on the Exchange Notes will be payable semiannually in arrears on June 15 and December 15 of each year, commencing on June 15, 2013. The Exchange Notes will mature on December 15, 2020. The terms of the Exchange Notes are identical to the terms of the Original Notes, except that the Exchange Notes have been registered under the Securities Act of 1933 (the "Securities Act") and the transfer restrictions and registration rights and related additional interest provisions applicable to the Original Notes do not apply to the Exchange Notes.

If the Exchange Offer has not been consummated on or before September 16, 2013 or in certain other circumstances set forth in the Registration Rights Agreement, dated as of December 19, 2012, by and between the Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the initial purchasers of the Original Notes (the "Registration Rights Agreement"), the Company will be required to pay additional interest as set forth in the Registration Rights Agreement.

The Company has agreed that it will make the Prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any resale of the Exchange Notes for a period ending on the earlier of (i) 180 days from the date on which the registration statement on Form S-4, to which the Prospectus forms a part, became effective and (ii) the date on which a broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities.

Each holder of Original Notes wishing to participate in the Exchange Offer, except holders of Original Notes executing their tenders through the Automated Tender Offer Program ("ATOP") procedures of The Depository Trust Company ("DTC"), should complete, sign and submit this Letter of Transmittal to the Exchange Agent, The Bank of New York Mellon Trust Company, N.A., on or prior to the Expiration Date.

This Letter of Transmittal may be used to participate in the Exchange Offer if certificates representing Original Notes are to be physically delivered to the Exchange Agent or if Original Notes are to be tendered by effecting a book-entry transfer into the Exchange Agent's account at DTC and instructions are not being transmitted through ATOP, for which the Exchange Offer is eligible. Unless you intend to tender your Original Notes through ATOP, you should complete, execute and deliver this Letter of Transmittal, along with any physical certificates for the Original Notes specified herein, to indicate the action you desire to take with respect to the Exchange Offer.

Holders of Original Notes tendering by book-entry transfer to the Exchange Agent's account at DTC may execute tenders through ATOP, for which the Exchange Offer is eligible. Financial institutions that are nominees in DTC, including Euroclear and Clearstream, may execute tenders through ATOP by electronically transmitting acceptance of the Exchange Offer to DTC on or prior to the Expiration Date. DTC will verify acceptance of the Exchange Offer, execute a book-entry transfer of the tendered Original Notes into the account of the Exchange Agent at DTC and send to the Exchange Agent a "book-entry confirmation", which shall include an Agent's Message. An "Agent's Message" is a message, transmitted by DTC to, and received by, the Exchange Agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgement from an organization that participates in DTC (a "participant") tendering Original Notes that the participant has received and agrees to be bound by the terms of this Letter of Transmittal as an undersigned hereof and that the Company may enforce such agreement against the participant. Delivery of the Agent's Message by DTC will satisfy the terms of the Exchange Offer as to execution and delivery of a Letter of Transmittal by the DTC participant identified in the Agent's Message. **Accordingly, holders who tender their Original Notes through DTC's ATOP procedures shall be bound by, but need not complete, this Letter of Transmittal.**

If you are a beneficial owner that holds Original Notes through Euroclear or Clearstream and wish to tender your Original Notes, you must instruct Euroclear or Clearstream, as the case may be, to block the account in respect of the tendered Original Notes in accordance with the procedures established by Euroclear or Clearstream. You are encouraged to contact Euroclear or Clearstream directly to ascertain their procedures for tendering Original Notes.

Tendering holders of Original Notes must tender Original Notes in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Exchange Notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Any holder that is a bank, broker, or other custodial entity holding Original Notes on behalf of more than one beneficial owner may submit to the Exchange Agent a list of the aggregate principal amount of Original Notes owned by each such beneficial owner, and the Exchange Agent, in determining the aggregate principal amount of Exchange Notes to be issued to such holder, will treat each such beneficial owner as a separate holder.

Holders that anticipate tendering Original Notes in exchange for Exchange Notes and delivering this Letter of Transmittal and other documents other than through DTC, are urged to contact promptly a bank, broker or other intermediary (that has the capability to hold securities custodially through DTC) to arrange for receipt of any Original Notes to be delivered pursuant to the Exchange Offer and to obtain the information necessary to provide the required DTC participant with account information in this Letter of Transmittal.

Tempur-Pedic reserves the right, in its sole discretion, to (i) delay accepting any Original Notes, to extend the Exchange Offer or to terminate the Exchange Offer if, in its reasonable judgment, any of the conditions described in the Prospectus have not been satisfied, by giving oral notice (to be followed by prompt written notice) or written notice of the delay, extension or termination to the Exchange Agent; or (ii) amend the terms of the Exchange Offer in any manner. If Tempur-Pedic amends the Exchange Offer in a manner that it considers material, it will disclose such amendment by means of a prospectus supplement, and it will extend the Exchange Offer for a period of five to ten business days. If Tempur-Pedic determines to extend, amend or terminate the Exchange Offer, it will publicly announce this determination by making a timely release through an appropriate news agency. If Tempur-Pedic delays accepting any Original Notes or terminates the Exchange Offer, it promptly will pay the consideration offered, or return any Original Notes deposited, pursuant to the Exchange Offer as required by Rule 14e-l(c). The term “Expiration Date” shall then mean the latest date and time to which the Exchange Offer is extended.

The undersigned has completed the appropriate boxes below and signed this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Exchange Offer.

TENDER OF ORIGINAL NOTES
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

To effect a valid tender of Original Notes through the completion, execution and delivery of this Letter of Transmittal, the undersigned must complete the tables below entitled "**Method of Delivery**" and "**Description of Original Notes Tendered**" and sign this Letter of Transmittal where indicated.

Exchange Notes will be delivered in book-entry form through DTC and only to the DTC account of the undersigned or the undersigned's custodian, as specified in the table below entitled "Method of Delivery".

Failure to provide the information necessary to effect delivery of Exchange Notes will render such holder's tender defective, and Tempur-Pedic will have the right, which it may waive, to reject such tender without notice.

METHOD OF DELIVERY

☐ **CHECK HERE IF PHYSICAL CERTIFICATES FOR TENDERED ORIGINAL NOTES ARE BEING DELIVERED HEREWITH.**

☐ **CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC.**

PROVIDE BELOW THE NAME OF THE DTC PARTICIPANT AND PARTICIPANT'S ACCOUNT NUMBER IN WHICH THE TENDERED ORIGINAL NOTES ARE HELD AND/OR THE CORRESPONDING EXCHANGE NOTES ARE TO BE DELIVERED.

Name of Tendering Institution:

_____

DTC Participant Number: _____

Account Number: _____

Transaction Code Number: _____

List below the Original Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the numbers and principal amount at maturity of Original Notes should be listed on a separate signed schedule affixed hereto.

DESCRIPTION OF ORIGINAL NOTES TENDERED			
	1	**2**	**3**
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank)	**Certificate Number(s)***	**Aggregate Principal Amount of Original Notes Represented**	**Principal Amount Tendered****
	Total		

* Need not be completed if Original Notes are being tendered by book-entry transfer.

** Unless otherwise indicated in this column, a holder will be deemed to have tendered ALL of the Original Notes represented by the Original Notes indicated in column 2. See Instruction 2 below. The principal amount of Original Notes tendered hereby must be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. See Instruction 1 below.

Note: SIGNATURES MUST BE PROVIDED BELOW.

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to Tempur-Pedic the aggregate principal amount of the Original Notes indicated above. Subject to, and effective upon, the acceptance for exchange of the Original Notes tendered hereby, the undersigned hereby sells, assigns and transfers to, or upon the order of, Tempur-Pedic all right, title and interest in and to such Original Notes as are being tendered hereby. The undersigned hereby irrevocably appoints the Exchange Agent as the undersigned's true and lawful agent and attorney-in-fact with respect to such tendered Original Notes, with full power of substitution, among other things, to cause the Original Notes to be assigned, transferred and exchanged (with full knowledge that the Exchange Agent is also acting as agent of Tempur-Pedic in connection with the Exchange Offer).

The undersigned hereby represents and warrants that (i) the undersigned has full power and authority to tender, exchange, sell, assign and transfer the Original Notes tendered hereby and that Tempur-Pedic will acquire good, marketable and unencumbered title to the Original Notes, free and clear of all liens, restrictions, charges, pledges, security interests and encumbrances or other rights of any kind of third parties and not subject to any adverse claim when the Original Notes are accepted by Tempur-Pedic; (ii) the Exchange Notes acquired in connection with the Exchange Offer are being obtained in the ordinary course of business of the person receiving the Exchange Notes; (iii) at the time of commencement of the Exchange Offer, the undersigned is not engaged in, and does not intend to engage in, and has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of such Exchange Notes; (iv) the undersigned is not an "affiliate" (as defined in Rule 405 under the Securities Act) of Tempur-Pedic or its subsidiaries; and (v) if the undersigned is a broker-dealer, (x) the undersigned is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes, (y) the undersigned will receive Exchange Notes for the undersigned's own account in exchange for Original Notes that were acquired by it as a result of market-making activities or other trading activities and (z) the undersigned will be required to acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned also acknowledges that this Exchange Offer is being made by Tempur-Pedic based upon Tempur-Pedic's understanding of interpretations by the staff of the Securities and Exchange Commission (the "SEC") as described in no-action letters issued to third parties (unrelated to Tempur-Pedic), that the Exchange Notes issued in exchange for the Original Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by holders thereof without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that: (i) the holder is acquiring the Exchange Notes in the ordinary course of such holder's business; (ii) such holder is not engaged in, does not intend to engage in, and has no arrangement or understanding with any person to participate in, a distribution (within the meaning of the Securities Act) of the Exchange Notes to be issued in the Exchange Offer; (iii) such holder is not an "affiliate" of the Company as defined under Rule 405 of the Securities Act; and (iv) if such holder is not a broker-dealer, such holder is not engaged in and does not intend to engage in the distribution of the Exchange Notes.

However, Tempur-Pedic has not sought its own no-action letter and therefore the staff of the SEC has not considered this Exchange Offer in the context of a no-action letter. There can be no assurance that the staff of the SEC would make a similar determination with respect to the Exchange Offer as in other circumstances. Tempur-Pedic believes that the no-action letters referred to above do not apply to a holder who is the Company's "affiliate" within the meaning of Rule 405 of the Securities Act. Tempur-Pedic also believes that a holder may offer, sell or transfer the Exchange Notes only if the holder acknowledges that the holder is acquiring the Exchange Notes in the ordinary course of its business and is not participating, does not intend to participate and has no arrangement or understanding with any person to participate in a distribution of the Exchange Notes. Any holder of the Original Notes using the Exchange Offer to participate in a distribution of Exchange Notes also cannot rely on the no-action letters. Any broker-dealer who holds Original Notes acquired for its own account as a result of market-making activities or other trading activities and who receives Exchange Notes in exchange for such Original Notes pursuant to the Exchange Offer may be a statutory underwriter, must deliver a prospectus

meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes and must acknowledge such delivery requirement.

The undersigned will, upon request, execute and deliver any additional documents deemed by Tempur-Pedic or the Exchange Agent to be necessary or desirable to complete the sale, assignment and transfer of the Original Notes tendered hereby. All authority conferred or agreed to be conferred in this Letter of Transmittal and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. This tender may be withdrawn only in accordance with the procedures set forth in "The Exchange Offer—Withdrawal of Tenders" section of the Prospectus.

Unless otherwise indicated in the box entitled "Special Issuance Instructions" below, please deliver the Exchange Notes in the name of the undersigned or, in the case of a book-entry delivery of Original Notes, please credit the account indicated above maintained at DTC. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, please send the Exchange Notes to the undersigned at the address shown above in the box entitled "Description of Original Notes Tendered".

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF ORIGINAL NOTES" ABOVE AND SIGNING THIS LETTER OF TRANSMITTAL, WILL BE DEEMED TO HAVE TENDERED THE ORIGINAL NOTES AS SET FORTH IN SUCH BOX ABOVE.

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3 and 4 below)

To be completed ONLY if certificates for Original Notes in a principal amount not tendered or not accepted and/or Exchange Notes are to be issued in the name of someone other than the undersigned, or if Original Notes are to be returned by credit to an account maintained by DTC other than the account designated above.

Issue Exchange Notes and/or Original Notes to:

Name(s): _____
(Please Type or Print)

_____
(Please Type or Print)

Address: _____

_____
(Including Zip Code)

_____
Taxpayer Identification Number

(Such person(s) must also complete the Substitute Form W-9, a Form W-8BEN, a Form W-8ECI or a Form W-8IMY, as applicable)

Credit unaccepted Original Notes tendered by book-entry transfer to:

_____
(DTC Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3 and 4 below)

To be completed ONLY if certificates for Original Notes in a principal amount not tendered or not accepted and/or Exchange Notes are to be sent to someone other than the undersigned at an address other than that shown above.

Deliver Exchange Notes and/or Original Notes to:

Name(s): _____
(Please Type or Print)

_____
(Please Type or Print)

Address: _____

_____
(Including Zip Code)

_____
Taxpayer Identification Number

(Such person(s) must also complete the Substitute Form W-9, a Form W-8BEN, a Form W-8ECI or a Form W-8IMY, as applicable)

IMPORTANT: This Letter of Transmittal or a facsimile hereof or an Agent's Message in lieu thereof (together with the certificates for Original Notes or a book-entry confirmation and all other required documents) must be received by the Exchange Agent prior to 5:00 p.m. New York City time, on the Expiration Date.

PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING ANY BOX ABOVE.

IN ORDER TO VALIDLY TENDER ORIGINAL NOTES FOR EXCHANGE, HOLDERS OF ORIGINAL NOTES MUST COMPLETE, EXECUTE, AND DELIVER THE LETTER OF TRANSMITTAL OR A PROPERLY TRANSMITTED AGENT'S MESSAGE.

HOLDER(S) SIGN HERE

(To be Completed By All Tendering Holders of Original Notes Regardless of Whether Original Notes Are Being Physically Delivered Herewith, Other Than Holders Effecting Delivery Through ATOP)

By completing, executing and delivering this Letter of Transmittal, the undersigned hereby tenders to Tempur-Pedic the principal amount of the Original Notes listed in the table above entitled "Description of Original Notes Tendered".

Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	Area Code and Telephone Number	Date
Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	Area Code and Telephone Number	Date
Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	Area Code and Telephone Number	Date
Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	Area Code and Telephone Number	Date

If a holder is tendering any Original Notes, this Letter of Transmittal must be signed by the registered holder(s) as the name(s) appear(s) on the certificate(s) for the Original Notes or by any person(s) authorized to become registered holder(s) by endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, please set forth full title. See Instruction 3 below.

Name(s): _____
(Please Type or Print)

Capacity (full title): _____

Address: _____

_____
(Include zip code)

Area Code and Telephone Number: _____

Tax Identification or Social Security Number: _____

SIGNATURE GUARANTEE
(If required—See Instruction 3 below)

Signature(s) Guaranteed by an Eligible Institution:

_____
(Authorized Signature)

_____
(Name)

_____
(Capacity or Title)

_____
(Name of Firm)

_____
(Address; Include Zip Code)

_____
(Area Code and Telephone Number)

Dated: _____, 2013

INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. Delivery of Letter of Transmittal.

This Letter of Transmittal or, in lieu thereof, an Agent's Message stating that the holder has expressly acknowledged receipt of, and agrees to be bound by and held accountable by, this Letter of Transmittal is to be completed by or received with respect to holders of Original Notes whether certificates are to be forwarded herewith or tenders are to be made pursuant to the procedures for delivery by book-entry transfer set forth in "The Exchange Offer—Procedures for Tendering" section of the Prospectus. Certificates for all physically tendered Original Notes (or Book-Entry Confirmation), as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other documents required by this Letter of Transmittal (or, in lieu thereof, an Agent's Message), must be received by the Exchange Agent at the address set forth herein on or prior to the Expiration Date. Original Notes tendered hereby must be in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

The method of delivery of the Original Notes, this Letter of Transmittal and all other required documents is at the election and risk of the tendering holders. Instead of delivery by mail, it is recommended that holders use an overnight or hand delivery service, properly insured. In all cases, sufficient time should be allowed to assure delivery to and receipt by the Exchange Agent on or prior to the Expiration Date. Holders may request their respective brokers, dealers, commercial banks, trust companies or nominees to effect the tenders for such holders. **No Letter of Transmittal or Original Note should be sent to Tempur-Pedic**. See "The Exchange Offer" section of the Prospectus.

2. Partial Tenders (not applicable to holders of Original Notes who tender by book-entry transfer); Withdrawals.

If less than all of the Original Notes evidenced by a submitted certificate are to be tendered, the tendering holder(s) should fill in the aggregate principal amount of Original Notes to be tendered in the box above entitled "Description of Original Notes Tendered—Principal Amount Tendered." A newly reissued certificate for the Original Notes submitted but not tendered will be sent to such holder as soon as practicable after the Expiration Date. All of the Original Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise clearly indicated.

If not yet accepted, a tender pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date. For a withdrawal of a tender with respect to the Original Notes to be effective, a written or facsimile transmission notice of withdrawal must be received by the Exchange Agent prior to the Expiration Date at its address set forth above. The withdrawal notice must: (i) specify the name of the tendering holder of Original Notes; (ii) bear a description, including the series, of the Original Notes to be withdrawn; (iii) specify, in the case of Original Notes tendered by delivery of certificates for those Original Notes, the certificate numbers shown on the particular certificates evidencing those Original Notes; (iv) specify the aggregate principal amount represented by those Original Notes; (v) specify, in the case of Original Notes tendered by delivery of certificates for those Original Notes, the name of the registered holder, if different from that of the tendering holder, or specify, in the case of Original Notes tendered by book-entry transfer, the name and number of the account at DTC to be credited with the withdrawn Original Notes; and (vi) be signed by the holder of those Original Notes in the same manner as the original signature on this Letter of Transmittal, including any required signature guarantees, or be accompanied by evidence satisfactory to Tempur-Pedic that the person withdrawing the tender has succeeded to the beneficial ownership of those Original Notes. The signature on any notice of withdrawal must be guaranteed by an eligible guarantor institution, unless the Original Notes have been tendered for the account of an eligible guarantor institution. The Exchange Agent will return the properly withdrawn Original Notes promptly following receipt of a notice of withdrawal. All questions as to the validity of notices of withdrawal, including time of receipt, will be determined by Tempur-Pedic, and such determination will be final and binding on all parties.

3. Signatures on this Letter of Transmittal, Bond Powers and Endorsements; Guarantee of Signatures.

If this Letter of Transmittal is signed by the holders of Original Notes tendered hereby, the signatures must correspond exactly with the names as written on the face of the certificates without alteration, enlargement or any change whatsoever. If any of the Original Notes tendered are held by two or more holders, each holder must sign this Letter of Transmittal. If any of the Original Notes tendered hereby are registered in different names on different certificates, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal, and any accompanying documents, as there are different registrations of certificates.

If Original Notes that are not tendered for exchange pursuant to the Exchange Offer are to be returned to a person other than the tendering holder, certificates for those Original Notes must be endorsed or accompanied by an appropriate instrument of transfer, signed exactly as the name of the registered owner appears on the certificates, with the signatures on the certificates or instruments of transfer guaranteed by an eligible guarantor institution.

If this Letter of Transmittal is signed by a person other than the holder of any Original Notes listed in this Letter of Transmittal, those Original Notes must be properly endorsed or accompanied by a properly completed bond power, signed by the holder exactly as the holder's name appears on those Original Notes.

If this Letter of Transmittal or any certificates of Original Notes, bond powers or other instruments of transfer are signed or endorsed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Company, evidence satisfactory to the Company of their authority to so act must be submitted with this Letter of Transmittal.

Signatures on this Letter of Transmittal or a notice of withdrawal, as the case may be, must be guaranteed by an eligible guarantor institution unless the Original Notes tendered pursuant to this Letter of Transmittal are tendered for the account of an eligible guarantor institution. An "eligible guarantor institution" is one of the following firms or other entities identified in Rule 17 Ad-15 under the Securities Exchange Act of 1934, as amended (as the terms are used in Rule 17 Ad-15): (i) a bank; (ii) a broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer or government securities broker; (iii) a credit union; (iv) a national securities exchange, registered securities association or clearing agency; or (v) a savings institution that is a participant in a Securities Transfer Association recognized program.

4. Special Issuance and Delivery Instructions.

Tendering holders should indicate in the applicable box in this Letter of Transmittal the name and address to which payments and/or substitute certificates representing Original Notes for any Original Notes not tendered or not exchanged and/or Exchange Notes are to be issued or sent, or, in the case of a book-entry delivery of Original Notes, the appropriate DTC participant name and number, if different from the name and address or the DTC participant name and number, as the case may be, of the person signing this Letter of Transmittal. In the case of issuance in a different name, the employer identification or social security number of the person named also must be indicated. Holders tendering Original Notes by book-entry transfer may request that Original Notes not exchanged and/or Exchange Notes be credited to such account maintained at DTC as such note holder may designate hereon. If no such instructions are given, such Original Notes not tendered or exchangedand/or Exchange Notes will be returned to the name and address or the account maintained at DTC, as the case may be, of the person signing this Letter of Transmittal.

5. Tax Identification Number and Backup Withholding.

An exchange of Original Notes for Exchange Notes pursuant to the Exchange Offer will not be treated as a taxable exchange or other taxable event for U.S. Federal income tax purposes. In particular, no backup withholding or information reporting is required in connection with such an exchange. However, information reporting may apply to payments of interest on, or the proceeds of the sale or other disposition of, notes, and

backup withholding generally will apply unless the holder provides Tempur-Pedic or the appropriate intermediary with a taxpayer identification number ("TIN"), certified under penalties of perjury, on the Substitute Form W-9 below and complies with certain certification procedures, or otherwise establishes an exemption from backup withholding.

Certain holders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. Such holders should nevertheless complete the attached Substitute Form W-9 below, and check the box marked "Exempt" in Part 2, to avoid possible erroneous backup withholding. If the tendering holder of Original Notes is a nonresident alien or foreign entity not subject to backup withholding, such holder must give the Company a properly completed Form W-8BEN (or substitute Form W-8BEN or the appropriate successor form) signed under penalties of perjury, which provides such holder's name and address and certifies that such holder is not a United States person (as defined in the Internal Revenue Code), a security clearing organization, bank or other financial institution that holds the notes in the ordinary course of its trade or business (a "financial institution") on such holder's behalf, must give Tempur-Pedic certification under penalties of perjury that such a Form W-8BEN (or substitute Form W-8BEN or the appropriate successor form) has been received by it, or by another such financial institution, from such holder, and a copy of the Form W-8BEN (or substitute Form W-8BEN or the appropriate successor form) must be attached to such certification. These forms may be obtained from the Exchange Agent or from the Internal Revenue Service's (the "IRS") website, www.irs.gov. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "W-9 Guidelines") for additional instructions.

To prevent backup withholding on reportable payments of principal and interest, each tendering holder of Original Notes must provide its correct TIN by completing the Substitute Form W-9 set forth below, certifying that the TIN provided is correct (or that such holder is awaiting a TIN) and that (i) the holder is exempt from backup withholding, (ii) the holder has not been notified by the Internal Revenue Service that such holder is subject to a backup withholding as a result of a failure to report all interest or dividends or (iii) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding. If the Original Notes are in more than one name or are not in the name of the actual owner, such holder should consult the W-9 Guidelines for information on which TIN to report. If such holder does not have a TIN, such holder should consult the W-9 Guidelines for instructions on applying for a TIN, check the box in Part 1 of the Substitute Form W-9 and write "Applied For" in lieu of its TIN. Note: checking this box and writing "Applied For" on the form means that such holder has already applied for a TIN or that such holder intends to apply for one in the near future. If a holder checks the box in Part 1 of the Substitute Form W-9 and writes "Applied For" on that form, backup withholding at a rate currently of 28% will nevertheless apply to all reportable payments made by such holder. If such a holder furnishes its TIN to the Company within 60 calendar days of Company's receipt of the Substitute Form W-9, however, any amounts so withheld shall be refunded to such holder.

If backup withholding applies, the payor will withhold the appropriate percentage (currently 28%) from payments to the payee. U.S. backup withholding is not an additional Federal income tax. Any amount withheld under the backup withholding rules is allowable as a credit against the payee's U.S. Federal income tax liability, if any, and a refund may be obtained if the amounts withheld exceed the payee's actual U.S. Federal income tax liability and the payee provides the required information or appropriate claim form to the IRS.

6. Transfer Taxes.

Holders who tender their Original Notes for exchange should not be obligated to pay any transfer taxes in connection therewith. If, however, Exchange Notes are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the Original Notes tendered hereby, or if tendered Original Notes are registered in the name of any person other than the person signing this Letter of Transmittal, or if a transfer tax is imposed for any reason other than the exchange of Original Notes in connection with the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Original Notes specified in this Letter of Transmittal.

7. Waiver of Conditions.

Tempur-Pedic reserves the right to waive satisfaction of any or all conditions enumerated in the Prospectus at any time and from time to time prior to the Expiration Date.

8. No Conditional Tenders.

No alternative, conditional, irregular or contingent tenders will be accepted. By executing this Letter of Transmittal, a facsimile thereof, or in lieu thereof, an Agent's Message, the tendering holders of Original Notes waive any right to receive any notice of the acceptance of their Original Notes for exchange.

None of the Company, the Exchange Agent or any other person will be under any duty to notify holders of defects or irregularities with respect to tenders of Original Notes nor shall any of them incur any liability for failure to give any such notice.

9. Mutilated, Lost, Stolen or Destroyed Original Notes.

Any holder whose Original Notes have been mutilated, lost, stolen or destroyed will be responsible for obtaining replacement securities or for arranging for indemnification with the trustee of the Original Notes. Holders should contact the Exchange Agent, at the address indicated above, for assistance with these matters.

10. Requests for Assistance or Additional Copies.

Questions and requests for assistance, as well as requests for additional copies of the Prospectus or of this Letter of Transmittal, should be directed to the Exchange Agent at the address and telephone number indicated above.

TO BE COMPLETED BY ALL TENDERING HOLDERS (See Instruction 5 below)
SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
PAYOR'S NAME: TEMPUR SEALY INTERNATIONAL, INC.

PAYEE INFORMATION
(Please print or type)

Individual or business name (if joint account list first and circle the name of person or entity whose number you furnish in Part 1 below):

Check appropriate box:

☐ Individual/Soleproprietor
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/Estate
☐ Limited Liability Company
☐ Other

ADDRESS (NUMBER, STREETS AND APT. OR SUITE NO.)

CITY, STATE, AND ZIP CODE

PART 1: TAXPAYER IDENTIFICATION NUMBER ("*TIN*")
Enter your TIN below. For individuals, this is your social security number. For other entities, it is your employer identification number. Refer to the chart on page 1 of the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "Guidelines") for further clarification. If you do not have a TIN, see instructions on how to obtain a TIN on page 2 of the Guidelines, check the appropriate box below indicating that you have applied for a TIN and, in addition to the Part 3 Certification, sign the attached Certification of Awaiting Taxpayer Identification Number.

Social Security Number: ____ - ____ - ____

Employer Identification number: ____ - ____

☐ Applied For

PART 2: PAYEES EXEMPT FROM BACKUP WITHHOLDING

Check box (See page 2 of the Guidelines for further clarification. Even if you are exempt from backup withholding, you should still complete and sign the certification below):

☐ Exempt

PART 3: CERTIFICATION

Certification instructions: You must cross out item 2 below if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because (i) I am exempt from backup withholding, (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a U.S. resident alien).

You must cross out item 2 above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return.

_____

Signature

_____

Date

NOTE: FAILURE TO COMPLETE AND RETURN THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENT MADE TO YOU PURSUANT TO THE EXCHANGE OFFER. PLEASE REVIEW THE ENCLOSED "GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9" FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATION IF YOU CHECKED THE BOX "APPLIED FOR" IN PART 1 OF SUBSTITUTE FORM W-9.

CERTIFICATION OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify, under penalties of perjury, that a TIN has not been issued to me, and either (i) I have mailed or delivered an application to receive a TIN to the appropriate Internal Revenue Service Center or Social Security Administration Office or (ii) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN to the payor, the payor is required to withhold and remit to the Internal Revenue Service a percentage (currently 28%) of all reportable payments made to me until I furnish the payor with a TIN.

_____

Signature

_____

Date

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING AT THE APPLICABLE WITHHOLDING RATE (WHICH IS CURRENTLY 28%) ON ANY REPORTABLE PAYMENTS MADE TO YOU.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER — Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer Identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

	For this type of account:	Give NAME and SOCIAL SECURITY number (SSN) of:
1.	Individual	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account (1)
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor (2)
4.	(a) The usual revocable savings trust (grantor is also trustee)	The grantor-trustee (1)
	(b) So-called trust account that is not a legal or valid trust under state law	The actual owner (1)
5.	Sole proprietorship or disregarded entity owned by an individual	The owner (3)
6.	Grantor Trust filing under Optional Form 1099 Filing Method 1(see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

	For this type of account:	Give NAME and EMPLOYER IDENTIFICATION number (EIN) of:
7.	A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.) (4)
8.	Corporation or LLC electing corporate status under Form 8832	The corporation
9.	Association, club, religious, charitable, educational or other tax-exempt organization	The organization
10.	Partnership or multi-member LLC	The partnership
11.	A broker or registered nominee	The broker or nominee
12.	Account with the Department of Agriculture in the name of a public entity (such as State or local government, school district, or prison) that receives agricultural program payments	The public entity
13.	Disregarded entity not owned by an individual	The owner
14.	Grantor Trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)	The trust

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's SSN.

(3) You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

(4) List first and circle the name of the legal trust, estate, or pension trust.

* Grantor also must provide a Form W-9 to trustee of trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

Section references are to the Internal Revenue Code.

Obtaining a Number. If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Card, from the local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number, from the IRS and apply for a number.

Payees Exempt from Backup Withholding. The following is a list of payees exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except for those listed in item (9). For broker transactions, payees listed in (1) through (13) are exempt. A person registered under the Investment Advisers Act of 1940 who regularly acts as a broker is also exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except that the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding or information reporting: medical and health care payments, attorneys' fees and payments for services paid by a federal executive agency. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions and patronage dividends.

(1) A corporation.

(2) An organization exempt from tax under section 501(a), or an individual retirement plan ("IRA"), or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

(3) The United States or any of its agencies or instrumentalities.

(4) A State, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.

(5) A foreign government or any of its political subdivisions, agencies, or instrumentalities.

(6) An international organization or any of its agencies or instrumentalities.

(7) A foreign central bank of issue.

(8) A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.

(9) A futures commission merchant registered with the Commodity Futures Trading Commission.

(10) A real estate investment trust.

(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.

(12) A common trust fund operated by a bank under section 584(a).

(13) A financial institution.

(14) A middleman known in the investment community as a nominee or custodian.

(15) A trust exempt from tax under section 664 or described in section 4947.

Exempt payees should file substitute Form W-9 to avoid possible erroneous backup withholding.

Interest Payments. Payments of interest generally not subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. NOTE: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.

Payments that are not subject to information reporting are also not subject to backup withholding. For details see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N, and the regulations under such sections.

Privacy Act Notice. Section 6109 requires you to give your correct taxpayer identification number to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. The IRS also may disclose this information to other countries under a tax treaty, or to federal and state agencies to enforce federal non tax criminal laws and to combat terrorism. You must provide your taxpayer identification number whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties.

(1) **Penalty for Failure to Furnish Taxpayer Identification Number**. If you fail to furnish your taxpayer identification number to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) **Civil Penalty for False Information with Respect to Withholding**. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

(3) **Criminal Penalty for Falsifying Information**. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE IRS.

Exhibit 99.2

NOTICE OF GUARANTEED DELIVERY
TEMPUR SEALY INTERNATIONAL, INC.
OFFER TO EXCHANGE ALL OUTSTANDING
$375,000,000 6.875% Senior Notes due 2020
FOR NEWLY ISSUED, REGISTERED
$375,000,000 6.875% Senior Notes due 2020

This Notice of Guaranteed Delivery or one substantially equivalent hereto must be used by registered holders of outstanding 6.875% Senior Notes due 2020 (the "**Original Notes"**) of Tempur Sealy International, Inc. (the "**Issuer**") who wish to tender their Original Notes in exchange for a like principal amount of newly issued 6.875% Senior Notes due 2020 of the Issuer registered under the Securities Act of 1933, as amended (the "**Registered Notes"**) pursuant to the exchange offer (the "**Exchange Offer**") described in the Prospectus, dated , 2013 (as the same may be amended or supplemented from time to time, the "**Prospectus"**) if the holder's Original Notes are not immediately available or if such holder cannot deliver its Original Notes and Letter of Transmittal (and any other documents required by the Letter of Transmittal) to The Bank of New York Mellon Trust Company, N.A. (the "**Exchange Agent"**) prior to 5:00 p.m., New York City time, on , 2013, or such later date and time to which the Exchange Offer may be extended (the "**Expiration Date**") or you cannot complete the procedure for book-entry on a timely basis. This Notice of Guaranteed Delivery or one substantially equivalent hereto may be delivered by hand or sent by facsimile transmission (receipt confirmed by telephone and an original delivered by guaranteed overnight courier) or mail to the Exchange Agent, and must be received by the Exchange Agent prior to the Expiration Date. See "The Exchange Offer—Guaranteed Delivery Procedures" in the Prospectus.

The Exchange Agent for the Exchange Offer is:
The Bank of New York Mellon Trust Company, N.A.

By Registered or Certified Mail, by Hand or by Overnight Courier:	
The Bank of New York Mellon Trust Company, N.A. c/o The Bank of New York Mellon Corporation Corporate Trust Operations - Reorganization Unit 111 Sanders Creek Parkway East Syracuse, NY 13057	*By Facsimile:* (732) 667-9408 *By Telephone:* (315) 414-3360

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION VIA A FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an eligible institution (as defined in the Prospectus), such signature guarantee must appear in the applicable space provided on the Letter of Transmittal under Guarantee of Signatures.

Ladies and Gentlemen:

The undersigned hereby tenders to the Issuer the principal amount of Original Notes indicated below, upon the terms and subject to the conditions contained in the Prospectus and the Letter of Transmittal, receipt of which is hereby acknowledged.

DESCRIPTION OF ORIGINAL NOTES TENDERED			
Name of Tendering Holder	**Name and Address of Registered Holder as it appears on the Original Notes (Please print)**	**Certificate Number (s) for Original Notes Tendered**	**Principal Amount of Original Notes Tendered ($)**

PLEASE SIGN HERE

X_____ _____

Signature(s) of Holder(s) **Date**

Must be signed by the holder(s) of Original Notes as their name(s) appear(s) on certificates for Original Notes or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsement and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below.

Please print name(s) and address(es)

Name(s)
Capacity(ies)
Address(es)
☐ The Depository Trust Company (Check if Original Notes will be tendered by book-entry transfer)
Account Number (if applicable)

THE GUARANTEE ON THE FOLLOWING PAGE MUST BE COMPLETED

THE FOLLOWING GUARANTEE MUST BE COMPLETED

GUARANTEE OF DELIVERY **(Not to be used for signature guarantee)**	
The undersigned, a member of a recognized signature guarantee medallion program within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, hereby guarantees to deliver to the Exchange Agent at its address set forth above, the certificates representing the Original Notes (or a confirmation of book-entry transfer of such Original Notes into the Exchange Agent's account at The Depository Trust Company), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guaranteed, and any other documents required by the Letter of Transmittal within three New York Stock Exchange trading days after the date of execution of this Notice of Guaranteed Delivery.	
Name of Firm	
Address	
Area Code and Telephone No.	
Authorized Signature	
Name	
Title	
Date	

NOTE: DO NOT SEND ORIGINAL NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. ORIGINAL NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

Exhibit 99.3

Tempur Sealy International, Inc.

Offer to Exchange up to $375,000,000 Principal Amount of 6.875% Senior Notes due 2020 for a Like Principal Amount of 6.875% Senior Notes due 2020 (the "Exchange Offer") which have been registered under the Securities Act of 1933, as amended (the "Securities Act").

Pursuant to the Prospectus, dated , 2013

To Our Clients:

Enclosed for your consideration is a prospectus, dated , 2013 (the "Prospectus") and the related letter of transmittal (the "Letter of Transmittal"), relating to the offer of Tempur Sealy International, Inc., a Delaware corporation (the "Company"), to exchange $375,000,000 aggregate principal amount of its outstanding, unregistered 6.875% Senior Notes due 2020 (the "Original Notes") for an equivalent amount of registered 6.875% Senior Notes due 2020 (the "Exchange Notes"), upon the terms and subject to the conditions set forth in the Prospectus and Letter of Transmittal. All references to the Original Notes or Exchange Notes herein include references to the related guarantees. Capitalized terms not defined herein shall have the meanings ascribed to them in the Prospectus.

The Exchange Offer is intended to satisfy certain obligations of the Company contained in the Registration Rights Agreement, dated as of December 19, 2012, relating to the Original Notes, by and among the Company, certain subsidiaries of the Company, as guarantors, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the initial purchasers of the Original Notes. As set forth in the Prospectus, the terms of the Exchange Notes are identical to the terms of the Original Notes, except that the Exchange Notes are registered under the Securities Act and the transfer restrictions and registration rights and related additional interest provisions applicable to the Original Notes do not apply to the Exchange Notes.

This material is being forwarded to you as the beneficial owner of the Original Notes carried by us for your account but not registered in your name. **A tender of such Original Notes may only be made by us as the holder of record and pursuant to your instructions, unless you obtain a properly completed bond power from us or arrange to have the Original Notes registered in your name**.

Accordingly, we request instructions as to whether you wish us to tender on your behalf the Original Notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal.

Please forward your instructions to us as promptly as possible in order to permit us to tender the Original Notes on your behalf in accordance with the provisions of the Exchange Offer. The Exchange Offer will expire at 5:00 p.m., New York City time, on , 2013, unless extended (such date and time, as it may be extended, the "Expiration Date"). Tenders may be withdrawn prior to 5:00 p.m., New York City time, on the Expiration Date.

Your attention is directed to the following:

1. The Exchange Offer is for any and all Original Notes.
2. The Exchange Offer is subject to certain terms and conditions set forth in the Prospectus in the section captioned "The Exchange Offer—Conditions to the Exchange Offer."
3. The Exchange Offer expires at 5:00 p.m., New York City time, on the Expiration Date, unless extended.

If you wish to have us tender your Original Notes, please instruct us to do so by completing, executing and returning to us the instruction form on the back of this letter.

The Letter of Transmittal is furnished to you for information only and may not be used directly by you to tender Original Notes, unless you obtain a properly completed bond power from us or arrange to have the Original Notes registered in your name.

INSTRUCTIONS WITH RESPECT TO THE EXCHANGE OFFER

The undersigned acknowledge(s) receipt of this letter and the enclosed materials referred to herein relating to the Exchange Offer made by the Company with respect to the Original Notes.

This will instruct you to tender the Original Notes held by you for the account of the undersigned, upon and subject to the terms and conditions set forth in the Prospectus and the related Letter of Transmittal.

Please tender the **Original Notes** held by you for the account of the undersigned as indicated below:

☐ Please tender the Original Notes held by you for the account of the undersigned as indicated below:

	Aggregate Principal Amount of Original Notes
6.875% Senior Notes due 2020	$ _____ (must be in an amount equal to a minimum of $2,000 in principal amount or in integral multiples of $1,000 in excess thereof)

☐ Please do not tender any Original Notes held by you for the account of the undersigned.

_____
Signature(s)

_____
Please print name(s) here

Dated: _____, 2013

_____
Address(es)

_____
Area Code(s) and Telephone Number(s)

_____
Tax Identification or Social Security No(s).

None of the Original Notes held by us for your account will be tendered unless we receive written instructions from you to do so. Unless a specific contrary instruction is given in the space provided, your signature(s) hereon shall constitute an instruction to us to tender all the Original Notes held by us for your account.

Exhibit 99.4

Tempur Sealy International, Inc.

Offer to Exchange up to $375,000,000 Principal Amount of 6.875% Senior Notes due 2020 for a Like Principal Amount of 6.875% Senior Notes due 2020 which have been registered under the Securities Act of 1933 (the "Exchange Offer").

Pursuant to the Prospectus, dated , 2013

To: Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

Tempur Sealy International, Inc., a Delaware corporation (the "Company"), hereby offers to exchange, upon and subject to the terms and conditions set forth in the prospectus dated , 2013 (the "Prospectus") and the related letter of transmittal (the "Letter of Transmittal"), $375,000,000 aggregate principal amount of its outstanding, unregistered 6.875% Senior Notes due 2020 (the "Original Notes") for an equivalent amount of registered 6.875% Senior Notes due 2020 (the "Exchange Notes"). All references to the Original Notes or Exchange Notes herein include references to the related guarantees. Capitalized terms not defined herein shall have the meaning ascribed to them in the Prospectus.

The Exchange Offer is intended to satisfy certain obligations of the Company contained in the Registration Rights Agreement, dated as of December 19, 2012, relating to the Original Notes, by and among the Company, certain subsidiaries of the Company, as guarantors, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the initial purchasers of the Original Notes. As set forth in the Prospectus, the terms of the Exchange Notes are identical to the terms of the Original Notes, except that the Exchange Notes are registered under the Securities Act and the transfer restrictions and registration rights and related additional interest provisions applicable to the Original Notes do not apply to the Exchange Notes.

Please contact your clients for whom you hold Original Notes regarding the Exchange Offer. For your information and for forwarding to your clients for whom you hold Original Notes registered in your name or in the name of your nominee, or who hold Original Notes registered in their own names, the following documents are enclosed:

1. Prospectus dated , 2013;
2. The Letter of Transmittal for your use and for the information of your clients;
3. A form of Notice of Guaranteed Delivery;
4. Substitute Form W-9 and Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (included with the Letter of Transmittal); and
5. A form of letter which may be sent to your clients for whose account you hold Original Notes registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Exchange Offer.

Your prompt action is requested. The Exchange Offer will expire at 5:00 p.m., New York City time, on , 2013, subject to the Company's right to extend the expiration date for the Exchange Offer (such date and time, the "Expiration Date"). Any Original Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date.

The Company has not retained any dealer manager in connection with the Exchange Offer and will not make any payment to brokers, dealers or others soliciting acceptances of the Exchange Offer.

To participate in the Exchange Offer, a duly executed and properly completed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, and any other documents required by the Letter of

Transmittal or an Agent's Message (as defined in the Letter of Transmittal) stating that the tendering holder has expressly acknowledged receipt of, and agrees to be bound by and held accountable under, the Letter of Transmittal, must be sent to the Exchange Agent and certificates representing the Original Notes (or confirmation of book-entry transfer of such Original Notes into the Exchange Agent's account at The Depository Trust Company) must be delivered to the Exchange Agent, all in accordance with the instructions set forth in the Letter of Transmittal and the Prospectus.

If holders of the Original Notes wish to tender, but it is impracticable for them to forward their Original Notes prior to the Expiration Date or to comply with the book-entry transfer procedures on a timely basis, a tender may be effected by following the guaranteed delivery procedures described in the Prospectus and in the Letter of Transmittal.

Any inquiries you may have with respect to the Exchange Offer or requests for additional copies of the enclosed materials should be directed to the Exchange Agent at its address and telephone number set forth on the front of the Letter of Transmittal.

Very truly yours,

Tempur Sealy International, Inc.

NOTHING HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF THE COMPANY OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE EXCHANGE OFFER, EXCEPT FOR STATEMENTS EXPRESSLY MADE IN THE PROSPECTUS OR THE LETTER OF TRANSMITTAL.