

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 8-K**

**CURRENT REPORT PURSUANT  
TO SECTION 13 OR 15(D) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of report (Date of earliest event reported) February 8, 2006**

**TEMPUR-PEDIC INTERNATIONAL INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-31922**  
(Commission File No.)

**33-1022198**  
(I.R.S. Employer  
Identification No.)

**1713 Jaggie Fox Way**  
**Lexington, Kentucky 40511**  
(Address of principal executive offices) (Zip Code)

**(800) 878-8889**  
(Registrant's telephone number, including area code)

**N/A**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.01. Entry into a Material Definitive Agreement.**

On February 8, 2006, Tempur-Pedic International Inc. entered into an amendment to its Credit Agreement, dated as of October 18, 2005 (the "Credit Agreement"), with Tempur-Pedic, Inc., Tempur Production USA, Inc., Dan-Foam ApS, certain other subsidiaries of Tempur-Pedic International Inc., Bank of America, N.A., Fifth Third Bank, Nordea Bank Danmark, A/S and Suntrust Bank. The amendment, among other things, (i) increases the amount available under the Credit Agreement's domestic revolving line of credit from \$200,000,000 to \$260,000,000, (ii) decreases the amount available under the Credit Agreement's foreign revolving line of credit from \$30,000,000 to \$20,000,000, and (iii) amends and restates the covenant in the Credit Agreement addressing maintenance of a minimum Consolidated Fixed Charge Coverage Ratio (as defined in the Credit Agreement) to make the covenant less restrictive. The amount available under the Credit Agreement's foreign revolving line of credit was reduced at the request of Dan-Foam ApS in order to reduce facility fees on the foreign revolving line of credit.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 8, 2006

Tempur-Pedic International Inc.

By: /s/ Jeffrey B. Johnson

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Name: Jeffrey B. Johnson

Title: Vice President, Corporate Controller, Chief Accounting Officer and Assistant Secretary