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) October 29, 2015

TEMPUR SEALY INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-31922**	**33-1022198**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

**1000 Tempur 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):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.02 Results from Operations and Financial Condition

On October 29, 2015, Tempur Sealy International, Inc. (the “Company”) issued a press release to announce its financial results for the quarter ended September 30, 2015 and revised financial guidance for 2015. A copy of the press release is attached as Exhibit 99.1 to this current report on Form 8-K and is incorporated herein by reference. A copy of the document titled “Earnings Call Presentation 3Q 2015” is attached as Exhibit 99.2 to this current report on Form 8-K and is incorporated herein by reference.

The information in this report (including Exhibit 99.1 and 99.2) shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liability of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of New Director

On October 28, 2015, the Board of Directors of the Company (the “Board”) appointed Richard W. Neu to serve as a director, with a term expiring at the Company’s annual meeting of stockholders for the year 2016. There are no agreements or understandings between Mr. Neu and any other person pursuant to which he was appointed to the Board. Neither Mr. Neu nor his immediate family has been a party to any transaction required to be disclosed under Item 404(a) of Regulation S-K.

In connection with Mr. Neu’s appointment to and service on the Board and consistent with the compensation arrangements for non-employee directors as further described under the heading “Director Compensation” in the Company’s 2015 Proxy Statement filed with the SEC on March 16, 2015, Mr. Neu will receive an annual cash retainer, annual equity award grant and reasonable expense reimbursement for his service on the Board, with the value of the cash retainer and equity award reduced to 50% of the annual retainer and equity award to reflect pro ration for the period between October 28, 2015 and the 2016 annual meeting of stockholders.

The press release dated October 29, 2015 announcing Mr. Neu’s election to the Board is attached as Exhibit 99.3 to this current report on Form 8-K and is incorporated herein by this reference.

Item 7.01 Regulation FD Disclosure

Earnings Release

The information furnished under Item 2.02 of this Form 8-K (including Exhibits 99.1 and 99.2 furnished herewith) is hereby incorporated by reference under this Item 7.01 as if fully set forth herein.

Project 650 Grants

On October 26, 2015 , the Company and certain senior executives (the “Senior Executives”) entered into 2015 Performance Restricted Stock Unit Agreements (“Project 650 PRSU Agreements”) pursuant to which the Company granted a total of 720,000 Performance Restricted Stock Units (“Project 650 PRSUs”). All of the Project 650 PRSUs will vest in full if the Company achieves Adjusted EBITDA (as defined in the Project 650 PRSU Agreements) for 2017 greater than $650 million. In addition, if this target is not met in 2017 but the Company achieves more than $650 million in Adjusted EBITDA for 2018, then one-third, or 240,000, of the total Project 650 PRSUs will vest, and the remaining Project 650 PRSUs shall be forfeited. If the Company does not achieve more than $650 million of Adjusted EBITDA in either 2017 or 2018, then all of the Project 650 PRSUs will be forfeited. If the employment of any Senior Executive with the Company terminates for any reason prior to December 31, 2017, all of the Project 650 PRSUs awarded to that Senior Executive will be forfeited. In addition, if a change of control occurs prior to December 31, 2017, all of the Project 650 PRSUs will be converted into time-based restricted stock units vesting on December 31, 2018, subject to accelerated vesting and forfeiture in certain circumstances set forth in the Project 650 PRSU Agreements. The Senior Executives receiving the Project 650 PRSUs do not include Mr. Scott L. Thompson, who received an award of 620,000 Project 650 PRSUs in September 2015 in connection with his joining the Company as Chairman and Chief Executive Officer. The Project 650 PRSUs awarded to the Senior Executives are in substantially the same form as the Project 650 PRSUs awarded to Mr. Thompson.

The foregoing is a summary of certain provisions of the Project 650 PRSU Agreements. This summary does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Project 650 PRSU Agreement attached as Exhibit 10.1 to this current report on Form 8-K and incorporated herein by this reference.

Except for Exhibit 10.1, the information in this Item 7.01 (including Exhibits 99.1 and 99.2) shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibit

(d) Exhibits

Exhibit	Description
99.1	Press Release dated October 29, 2015, titled “Tempur Sealy Reports Third Quarter 2015 Results”
99.2	Document titled "Earnings Call Presentation 3Q 2015"
99.3	Press Release dated October 29, 2015, titled "Tempur Sealy Names Richard W. Neu as Director"
10.1	Form of Project 650 PRSU Agreement

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: October 29, 2015

Tempur Sealy International, Inc.

By:	/s/ Barry A. Hytinen
Name:	Barry A. Hytinen
Title:	Executive Vice President & Chief Financial Officer

EXHIBIT INDEX

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10.1	Form of Project 650 PRSU Agreement

TEMPUR SEALY INTERNATIONAL, INC.
2013 EQUITY INCENTIVE PLAN
LONG-TERM INCENTIVE PLAN

2015 Performance Restricted Stock Unit Award Agreement
[Name]

This 2015 Performance Restricted Stock Unit Award Agreement (this "Agreement"), dated as of October 26, 2015, is between Tempur Sealy International, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), and the individual identified below (the "Grantee").

Grantee:	[Name]
Number of Target Shares in Award:	[___________]
Date of Award:	October 26, 2015
Designated Periods:	The one (1) year period commencing January 1, 2017 and ending December 31, 2017 (the "First Designated Period") The one (1) year period commencing January 1, 2018 and ending December 31, 2018 (the "Second Designated Period", and together with the First Designated Period, the "Designated Periods")

1. **Award of Performance Restricted Stock Units**. Pursuant and subject to the Company's 2013 Equity Incentive Plan, as amended (as the same may be amended from time to time, the "2013 EIP") and the Company's 2013 Long-Term Incentive Plan as adopted in connection with the 2013 EIP (the "LTI Plan"), the Company grants the Grantee an award (the "Award") for [____________] performance restricted stock units (the "PRSUs"), each constituting the right on the terms and conditions set forth herein to a share of the Company's common stock, par value $0.01 per share (the "Target Shares") (as defined in Section 3 below). This Award is granted as of October 26, 2015 (the "Grant Date") and is intended to qualify as a Qualified Performance-Based Award.

2. **Rights of the PRSUs and Target Shares**. The Grantee will receive no dividend equivalent payments on the PRSUs or with respect to the Target Shares. Unless and until a Final Award has been determined and the Grantee has received Target Shares in accordance with the terms and conditions described herein, the Grantee shall have none of the attributes of ownership with respect to any Target Shares.

3. **Determination of Final Award**

(a) The Target Shares ultimately issued by the Company pursuant to the Award shall be subject to the Company's achievement ("Performance") of the Performance Metrics for the Award and compliance with the provisions and rules set forth on Appendix A attached hereto (the "Performance Metrics") and incorporated herein by this reference. Any determination that Target Shares have been earned with respect to the First Designated Period or the Second Designated Period as described below is sometimes referred to as the "Final Award" with respect to such Designated Period, and the Target Shares to be issued with respect to such Designated Period are sometimes referred to as the "Shares".

(b) As provided in the LTI Plan, within sixty (60) days after the end of the First Designated Period, the Compensation Committee of the Board of Directors (the "Committee") shall determine and certify in writing (y) whether the Performance Metrics for the First Designated Period have been achieved and (z) based on such Performance, whether or not 100% of the Target Shares will be issued to Grantee (with the date of such determination referred to as the "First Determination Date"). Not later than March 15, 2018, if the Company achieved the Performance Metrics for the First Designated Period, the Company shall issue all of the Target Shares, to Grantee, subject to Section 7 of this Agreement relating to tax withholding (the date of such issuance being referred to herein as the "First Settlement Date").

(c) If the Company achieves the Performance Metrics for the First Designated Period, then this paragraph (c) does not apply. If the Company does not achieve the Performance Metrics for the First Designated Period, then any right to 2/3 of the Target Shares (________ Target Shares) will be forfeited, but the Grantee will still be entitled to earn 1/3 of the Target Shares (_________ Target Shares) if the Performance Metrics for the Second Designated Period are met. As provided in the LTI

Plan, within sixty (60) days after the end of the Second Designated Period, the Committee shall determine and certify in writing (y) whether the Performance Metrics for the Second Designated Period have been achieved and (z) based on such Performance, whether or not [__________] Target Shares will be issued to Grantee (with the date of such determination referred to as the "Second Determination Date" and together with the First Determination as "Determination Dates"). No later than March 15, 2019, if the Company did not meet the Performance Metrics for the First Designated Period but met the Performance Metrics for the Second Designated Period, the Company shall issue ____________ Shares to Grantee, subject to Section 7 of this Agreement relating to tax withholding (the date of such issuance being referred to herein as the "Second Settlement Date" and together with the First Settlement Date as "Settlement Dates"). If the Company does not achieve the Performance Metrics for the Second Designated Period then all the remaining Target Shares will be forfeited, and this Agreement will terminate.

4. **Termination of Employment**.

(a) If the Grantee's employment with the Company and its Affiliates terminates before December 31, 2017 for any reason, including because the Grantee's employer ceases to be an Affiliate, the Grantee's rights to the Target Shares shall terminate immediately, no Shares shall be issued to Grantee and all of the Grantee's rights to the Target Shares and any Final Award hereunder shall be forfeited. In addition, notwithstanding anything herein to the contrary, if the Grantee's employment terminates on or after December 31, 2017 and prior to the First Settlement Date, no Shares shall be issued with respect to the First Designated Period and all of the Grantee's rights to any Final Award and any Target Shares otherwise due shall be forfeited, expire and terminate unless (i) the Company shall have received a release of all claims from Grantee in a form required by the Company ("Release and Waiver") (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the First Settlement Date (or, if earlier, the deadline established in the form of release delivered by the Company to the Grantee for execution); (ii) the Grantee has ensured that the Company has a valid address for Grantee on file as of the end of the First Settlement Date; and (iii) the Grantee shall have complied with the covenants set forth in Section 12 of this Agreement.

(b) If the Grantee's employment with the Company and its Affiliates terminates on or after December 31, 2017 but before December 31, 2018 for any reason, including because the Grantee's employer ceases to be an Affiliate, the Grantee's rights to the Target Shares issuable with respect to the Second Designated Period shall terminate immediately, no Shares shall be issued to Grantee and all of the Grantee's rights to the Target Shares and any Final Award hereunder with respect to the Second Designated Period shall be forfeited. In addition, notwithstanding anything herein to the contrary, if the Grantee's employment terminates on or after December 31, 2018 and prior to the Second Settlement Date, no Shares shall be issued with respect to the Second Designated Period and all of the Grantee's rights to any Final Award and any Target Shares otherwise due shall be forfeited, expire and terminate unless (i) the Company shall have received a Release and Waiver from Grantee (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the Second Settlement Date (or, if earlier, the deadline established in the form of release delivered by the Company to the Grantee for execution); (ii) the Grantee has ensured that the Company has a valid address for Grantee on file as of the end of the Second Settlement Date; and (iii) the Grantee shall have complied with the covenants set forth in Section 12 of this Agreement.

(c) Definitions. For the purposes of this Agreement:

(i) "Change of Control" shall have the meaning set forth in the Plan, provided, that no event or transaction shall constitute a Change of Control for purposes of this Agreement unless it also qualifies as a change of control for purposes of Section 409A of the Code;

(ii) "Employee", "employment", "termination of employment" and "cease to be employed", and other words or phrases of similar import, shall mean the continued provision of substantial services to the Company or any of its Affiliates (or the cessation or termination of such services) whether as an employee, consultant or director;

(iii) ["Employment Agreement" shall mean the Employment Agreement, dated as of _______________, 2015 between the Company and the Grantee.](1)

(iv) "For Cause" [shall have the meaning set forth in the Employment Agreement] [shall mean any of the following: (A) Grantee's willful and continued failure to substantially perform the reasonably assigned duties with the Company or any Affiliate of the Company which are consistent with Grantee's position and job description, other than any such failure resulting from incapacity due to physical or mental illness, after a written notice is delivered to Grantee by the Chief Executive Officer or Chief Human Resources Officer (or other executive primarily responsible for the Company's HR function) of the Company, which specifically identifies the manner in which Grantee has not substantially performed the assigned duties, (B) Grantee's willful engagement in illegal conduct which is materially and demonstrably injurious to the Company or any Affiliate of the Company, (C) Grantee's conviction by a court of competent jurisdiction of, or pleading guilty or nolo contendere to, any felony, or (D) Grantee's commission of an act of fraud, embezzlement, or misappropriation against the Company or any Affiliate of the Company, including, but not limited to, the offer, payment, solicitation or acceptance of any unlawful bribe or kickback with respect to the business of the Company or any Affiliate of the Company].](2)

(v) "Good Reason" [shall have the meaning set forth in the Employment Agreement] [shall mean the relocation of Grantee's principal workplace over sixty (60) miles from the existing workplaces of the Company or any Affiliate of the Company without the consent of Grantee (which consent shall not be unreasonably withheld, delayed or conditioned)].(3)

(vi) "Retirement" shall have the meaning assigned to such term in the applicable retirement policy of the Company or its Affiliates as in effect at such time.

5. **Change of Control Provisions**. Pursuant to Section 9 of the 2013 EIP and subject to paragraph (b) below, immediately upon the occurrence of a Change of Control, all of the PRSUs subject to this Award that have not already become payable pursuant to Section 3(b) or Section 3(c) and that not have already been forfeited ("Outstanding Unvested PRSUs") shall convert to time-based vesting restricted stock units ("RSUs", with the shares of the Company's common stock issuable thereunder referred to as "RSU Shares"), without any pro-ration, as follows:

(a) the Grantee shall be entitled to receive RSUs equal to the number of Outstanding Unvested PRSUs in lieu of any claim to a Final Award.

(b) if the Change of Control occurs on or after December 31, 2017 but before the determination of whether the Performance Metrics for the First Designated Period have been met, (i) if the Performance Metrics for the First Designated Period are determined to have been met in accordance with Section 3 and Appendix A, the Outstanding Unvested PRSUs shall become payable in accordance with Section 3(b) and no Outstanding Unvested PRSUs shall convert into RSUs as described above, and (ii) if it is determined that the Performance Metrics for the First Designated Period were not met, then 2/3 (or ______________) of such Outstanding Unvested PRSUs shall terminate and be forfeited as provided in Section 3(c) and 1/3 (or ________________) RSUs will be issued.

(c) if the Change of Control occurs on or after December 31, 2018 but before the determination of whether the Performance Metrics for the Second Designated Period have been met, (i) if the Performance Metrics for the Second Designated Period are determined to have been met in accordance with Section 3 and Appendix A, the Outstanding Unvested PRSUs shall become payable in accordance with Section 3(c) and no Outstanding Unvested PRSUs shall convert into RSUs as described above, and (ii) if it is determined that the Performance Metrics for the Second Designated Period were not met, then all of such Outstanding Unvested PRSUs shall terminate and be forfeited as provided in Section 3(c) and no RSUs will be issued.

(d) None of the RSUs issued to Grantee in connection with a Change of Control pursuant to this Section 5 shall be immediately vested as of the date of such Change of Control (unless otherwise provided below). All of such RSUs shall vest on December 31, 2018 (for purposes of this Section 5, the "Vesting Date"), regardless of whether the Company has then achieved any of the Performance Metrics if the Grantee's employment with the Company and its Affiliates continues through the period commencing on the date of the Change of Control and ending on the Vesting Date (the "Vesting Period").

(e) If the Grantee's employment with the Company and its Affiliates terminates during the Vesting Period, the right to the RSUs shall be as follows:

(i) If the Grantee's employment with the Company or its Affiliates is terminated by the Company For Cause or the Grantee resigns without Good Reason, including by Retirement that is not an Approved Retirement or the Grantee's voluntary departure, the RSUs will terminate immediately, no RSU Shares shall be issued to Grantee and all of the Grantee's rights to the RSUs and the RSU Shares hereunder shall be forfeited.

(ii) If the Grantee's employment with the Company or its Affiliates is terminated by the Company or an Affiliate other than For Cause, by the Grantee's resignation for Good Reason or by reason of Grantee's employer

(1) Include if Grantee has an employment agreement with the Company.
(2) If the Grantee has an employment agreement with the Company, then the defined term will be incorporated from the employment agreement.
(3) If the Grantee has an employment agreement with the Company, then the defined term will be incorporated from the employment agreement.

ceasing to be an Affiliate following a Change of Control at any time following the Change of Control, then all of the RSUs shall vest immediately, and the Grantee shall be entitled to receive all of the RSU Shares he would have been entitled to receive on the Vesting Date with respect thereto.

(iii) If the Grantee dies or the Company or an Affiliate of the Company terminates Grantee's employment due to Grantee's long-term disability (within the meaning of Section 409A of the Code), then all of the RSUs shall vest and the Grantee shall be entitled to receive all of the RSU Shares with respect thereto. These Shares will be issued within sixty (60) days after the date of death or termination of employment.

(iv) In the event of Grantee's Approved Retirement, then the number of RSUs that will vest and Shares issued in connection therewith shall be pro-rated downward based on the actual number of calendar days that elapsed from the date the Award was initially granted under this Agreement to the date of such Approved Retirement, versus the total number of calendar days from October ___, 2015 to December 31, 2018; provided, however, that no RSU Shares shall be issued and all of the Grantee's rights to the RSUs and any Shares otherwise due shall be forfeited, expire and terminate unless (i) the Company shall have received a Release and Waiver (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the 50th day following Grantee's termination of employment and (ii) the Grantee shall have complied with the covenants set forth in Section 12 of this Agreement.

(v) In the event that, immediately following a Change of Control, a successor organization does not convert, replace or assume the RSUs, all of the RSUs shall immediately vest and the Grantee shall be entitled to receive all of the RSU Shares represented thereby.

(f) In all cases, any issuance of RSU Shares upon vesting of the RSUs in accordance with this Section 5 shall be made promptly and, in any event, within twenty (20) days following the date such RSUs shall become vested. For this purpose, RSUs vesting on account of (w) a termination by the Company other than For Cause, (x) resignation by the Grantee for Good Reason, (y) Grantee's employer ceasing to be an Affiliate following a Change of Control at any time following the Change of Control, or (z) an Approved Retirement, shall be treated as vesting on the Company's receipt of the required Release and Waiver but delivery of the RSU Shares at that time shall not obviate the need to comply with the covenants contained in Section 12 until the Covenant Termination Date (as defined in Section 12) in order to retain the RSU Shares then delivered.

(g) The Company (or any successor organization) may require the Grantee to enter into a restricted stock unit award agreement that replaces this Agreement and reflects the terms described above.

6. Settlement. The Final Award shall be settled by the issuance of Shares and not by payment of any cash, notwithstanding any provision of the 2013 EIP.

7. Withholding. Pursuant to the 2013 EIP, the Company shall have the right to require the recipient to remit to the Company an amount sufficient to satisfy federal, state, local or other withholding tax requirements if, when, and to the extent required by law (whether so required to secure for the Company an otherwise available tax deduction or otherwise) attributable to any Final Award awarded under this Agreement, including without limitation, the award or lapsing of stock restrictions on such Final Award. The obligations of the Company under this Agreement shall be conditional on satisfaction of all such withholding obligations and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Grantee. However, in such cases Grantee may elect, subject to any reasonable administrative procedures for timely compliance established by the Committee, to satisfy an applicable withholding requirement, in whole or in part, by having the Company withhold a portion of the Shares or RSU Shares to be issued under this Award to satisfy the Grantee's tax obligations. The Grantee may only elect to have Shares or RSU Shares withheld having a Market Value on the date the tax is to be determined equal to the minimum statutory total withholding taxes arising upon the vesting of any Shares or RSU Shares. If the Grantee has not submitted an election on or before the thirtieth (30) day prior to the applicable Determination Date, Grantee shall be deemed to have elected to have shares withheld from the Shares or RSU Shares to be issued under this award to satisfy the Grantee's tax obligation. All elections shall be irrevocable, made in writing, signed by the Grantee, and shall be subject to any restrictions or limitations that the Committee deems appropriate.

8. Other Provisions.

(a) This Agreement does not give the Grantee any right to continue to be employed by the Company or any of its Affiliates, or limit, in any way, the right of the Company or any of its Affiliates to terminate the Grantee's employment, at any time, for any reason not specifically prohibited by law.

(b) The Company is not liable for the non-issuance or non-transfer, nor for any delay in the issuance or transfer of any Shares or RSU Shares due to the Grantee upon the applicable Settlement Date with respect to any Final Award which results from the inability of the Company to obtain, from each regulatory body having jurisdiction, all requisite authority to issue or transfer shares of common stock of the Company if counsel for the Company deems such authority necessary for the lawful issuance or transfer of any such Shares or RSU Shares. Acceptance of this Award constitutes the Grantee's agreement that the Shares or RSU Shares subsequently acquired hereunder, if any, will not be sold or otherwise disposed of by the Grantee in violation of any applicable securities laws or regulations.

(c) The Final Award and entitlement to the Shares or RSU Shares are subject to this Agreement and Grantee's acceptance hereof shall constitute the Grantee's agreement to any administrative regulations of the Committee.

(d) All decisions of the Committee upon any questions arising under the 2013 EIP and LTI Plan or under these terms and conditions shall be conclusive and binding, including, without limitation, those decisions and determinations to adjust the Award made by the Committee pursuant to the authority granted under Section 8 of the 2013 EIP.

(e) No rights hereunder related to this Award or the Final Award shall be transferable, voluntarily or otherwise and no rights hereunder related to the underlying Target Shares or RSU Shares shall be transferable until such time, if ever, that the Shares or RSU Shares are earned and delivered.

9. Incorporation of 2013 EIP and LTI Plan Terms. This Award is granted subject to all of the applicable terms and provisions of the 2013 EIP and the LTI Plan, including without limitation, the provisions of Section 7.7(e) and Section 8 of the 2013 EIP. Capitalized terms used but not defined herein shall have the meaning assigned under the 2013 EIP and the LTI Plan. In the event of any conflict between the terms of this Agreement and the terms of the 2013 EIP and LTI Plan, the provisions of the 2013 EIP and LTI Plan shall control.

10. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof and shall be binding upon and inure to the benefit of any successor or assign of the Company and any executor, administrator, trustee, guardian, or other legal representative of the Grantee. This Agreement may be executed in one or more counterparts all of which together shall constitute one instrument.

11. Tax Consequences.

(a) The Company makes no representation or warranty as to the tax treatment of this Award or the Final Award, including upon the issuance of the Shares or RSU Shares or upon the Grantee's sale or other disposition of the Shares or RSU Shares. The Grantee should rely on the Grantee's own tax advisors for such advice. Notwithstanding the foregoing, the Grantee and the Company hereby acknowledge that both the Grantee and the Company may be subject to certain obligations for tax withholdings, social security taxes and other applicable taxes associated with the vesting of the PRSUs or the Shares by the Grantee pursuant to this Agreement. The Grantee hereby affirmatively consents to the transfer between his or her employer and the Company of any and all personal information necessary for the Company and his employer to comply with its obligations.

(b) All amounts earned and paid pursuant to this Agreement are intended to be paid in compliance with, or on a basis exempt from, Section 409A of the Code. This Agreement, and all terms and conditions used herein, shall be interpreted and construed consistent with that intent. However, the Company does not warrant all such payments will be exempt from, or paid in compliance with, Section 409A. The Grantee bears the entire risk of any adverse federal, state or local tax consequences and penalty taxes which may result from payments made on a basis contrary to the provisions of Section 409A or comparable provisions of any applicable state or local income tax laws.

12. Certain Remedies.

(a) If at any time prior to the last day of the two (2) year period after termination of the Grantee's employment with the Company and its Affiliates (the "Covenant Termination Date"), any of the following occur:

(vi) the Grantee unreasonably refuses to comply with lawful requests for cooperation made by the Company, its Board, or its Affiliates;

(vii) the Grantee accepts employment or a consulting or advisory engagement with (A) any Competitive Enterprise (as defined in Section 12(c)) of the Company or its Affiliates, or (B) any Significant Retailer (as defined in Section 12(d)), or the Grantee otherwise engages in competition with the Company or its Affiliates;

(viii) the Grantee acts against the interests of the Company and its Affiliates, including recruiting or employing, or encouraging or assisting the Grantee's new employer to recruit or employ an employee of the Company or any Affiliate without the Company's written consent;

(ix) the Grantee fails to protect and safeguard while in the Grantee's possession or control, or surrender to the Company upon termination of the Grantee's employment with the Company or any Affiliate or such earlier time or times as the Company or its board of directors or any Affiliate may specify, all documents, records, tapes, disks and other media of every kind and description relating to the business, present or otherwise, of the Company and its Affiliates and any copies, in whole or in part thereof, whether or not prepared by the Grantee;

(x) the Grantee solicits or encourages any person or enterprise with which the Grantee has had business-related contact, who has been a customer of the Company or any of its Affiliates, to terminate its relationship with any of them;

(xi) the Grantee takes any action or makes any statement, written or oral, that disparages the business, products, services or management of Company or its Affiliates, or any of their respective directors, officers, agents, or employees, or the Grantee takes any action that is intended to, or that does in fact, damage the business or reputation of the Company or its Affiliates, or the personal or business reputations of any of their respective directors, officers, agents, or employees, or that interferes with, impairs or disrupts the normal operations of the Company or its Affiliates; or

(xii) the Grantee breaches any confidentiality obligations the Grantee has to the Company or an Affiliate, the Grantee fails to comply with the policies and procedures of the Company or its Affiliates for protecting confidential information, the Grantee uses confidential information of the Company or its Affiliates for his own benefit or gain, or the Grantee discloses or otherwise misuses confidential information or materials of the Company or its Affiliates (except as required by applicable law); then

(1) this Award shall terminate and be cancelled effective as of the date on which the Grantee entered into such activity, unless terminated or cancelled sooner by operation of another term or condition of this Agreement, the 2013 EIP or the LTI Plan;

(2) any Shares or RSU Shares acquired and held by the Grantee pursuant to the Award during the Applicable Period (as defined below) may be repurchased by the Company at a purchase price of $0.01 per share; and

(3) any after-tax proceeds realized by the Grantee from the sale of Shares or RSU Shares acquired through the Award during the Applicable Period shall be paid by the Grantee to the Company.

(b) The term "Applicable Period" shall mean the period commencing on the later of the date of this Agreement or the date which is one (1) year prior to the Grantee's termination of employment with the Company or any Affiliate and ending on the Covenant Termination Date.

(c) The term "Competitive Enterprise" shall mean a business enterprise that engages in, or owns or controls a significant interest in, any entity that engages in, the manufacture, sale or distribution of mattresses or pillows or other bedding products or other products competitive with the Company's products. Competitive Enterprise shall include, but not be limited to, the entities set forth on Appendix B hereto, which may be amended by the Company from time to time upon notice to the Grantee. At any time the Grantee may request in writing that the Company make a determination whether a particular enterprise is a Competitive Enterprise. Such determination will be made within fourteen (14) days after the receipt of sufficient information from the Grantee about the enterprise, and the determination will be valid for a period of ninety (90) days commencing on the date of determination.

(a) The term "Significant Retailer" means those retailers identified in Appendix A under the heading "RETAILERS." The Grantee acknowledges that the Significant Retailers may now or in the future compete directly or indirectly with the Company, and that, whether or not a Significant Retailer competes directly with the Company, the Grantee because of his knowledge of the industry and his knowledge of confidential information about the Company's commercial relationships with many large retailers, including one or more of the Significant Retailers, could damage the Company's competitive position and business if he worked with a Significant Retailer in any of the capacities described above.

13. Right of Set Off. By executing this Agreement, the Grantee consents to a deduction from any amounts the Company or any Affiliate owes the Grantee from time to time, to the extent of the amounts the Grantee owes the Company under Section 12 above, provided that this set-off right may not be applied against wages, salary or other amounts payable to the Grantee to the extent that the exercise of such set-off right would violate any applicable law. If the Company does not recover by means of set-off the full amount the Grantee owes the Company, calculated as set forth above, the Grantee agrees to pay immediately the unpaid balance to the Company upon the Company's demand.

14. Nature of Remedies.

(a) The remedies set forth in Sections 12 and 13 above are in addition to any remedies available to the Company and its Affiliates in any non-competition, employment, confidentiality or other agreement, and all such rights are cumulative. The exercise of any rights hereunder or under any such other agreement shall not constitute an election of remedies.

(b) The Company shall be entitled to place a legend on any certificate evidencing any Shares acquired upon vesting of this Award referring to the repurchase right set forth in Section 12(a) above. The Company shall also be entitled to issue stop transfer instructions to the Company's stock transfer agent in the event the Company believes that any event referred to in Section 12(a) has occurred or is reasonably likely to occur.

15. Clawback Policy. The Grantee acknowledges receipt of a copy of the Company's Clawback Policy, and acknowledges and agrees that all Shares issued under this Agreement will be subject to the Clawback Policy or any amended version thereof and any other clawback policy adopted by the Board of Directors of the Company , in each case to the extent the Clawback Policy or any other clawback policy applies by its terms to the Grantee.

[Remainder of page intentionally left blank]

In Witness Whereof, the parties have executed this 2015 Performance Restricted Stock Unit Award Agreement as a sealed instrument as of the date first above written.

TEMPUR SEALY INTERNATIONAL, INC.

By: _______________________________

Name: _______________________________

Title: _______________________________

GRANTEE

____
Grantee signature

____
Name of Grantee

2015 PRSU

PERFORMANCE METRICS FOR THE AWARD
DETERMINATION OF FINAL AWARDS

A. *Target Based on Adjusted EBITDA*. Subject to Section 4 of the Agreement, 100% of the Target Shares (__________ Shares) shall vest if Adjusted EBITDA for the First Designated Period is greater than $650 million. Subject to Section 4 of the Agreement, 33% of the Target Shares (or ___________ shares) shall vest if (i) no Target Shares vested for the First Designated Period and (ii) Adjusted EBITDA for the Second Designated Period is greater than $650 million.

B. *Definitions and Method of Calculating Performance Metrics*. The Final Award for the applicable Designated Period shall be determined pursuant to the following provisions and rules:

(i) As used in this Appendix A:

(A) "Adjusted EBITDA" means, for the Designated Period, the Company's "Consolidated EBITDA" for such period determined in accordance with the New Credit Facility.

(B) "New Credit Facility" means the Credit Agreement, dated as of December 12, 2012, among the Company, certain of its subsidiaries, and as in effect on the Grant Date.

(ii) Method of Calculation. Adjusted EBITDA shall be determined by the Committee based on the definitions set forth above and in accordance with generally accepted accounting principles (to the extent relevant) and derived from the Company's consolidated audited financial statements for the relevant fiscal year or period, and in each case subject to adjustment as set forth in this paragraph B.

(iii) Mandatory Adjustments: The Compensation Committee shall be required to make adjustments to the targets set forth in paragraph A above to exclude: the effects of acquisitions or divestitures of businesses, or asset acquisitions or dispositions outside the ordinary course of business (in each case including costs to restructure or integrate the newly acquired business or assets); labor union actions; effects of changes in tax laws; effects of changes in accounting principles; costs associated with the financing, refinancing or prepayment of debt, or recapitalization or similar event affecting the capital structure of the Company; or a merger, consolidation, acquisition of property or shares, separation, spin off, reorganization, stock rights offering, liquidation, or similar event affecting the Company or any of its Subsidiaries.

Appendix B

Competitive Enterprises of the Company and its Affiliates

Ace
AH Beard
Auping
Ashley Sleep
Boyd
Carpe Diem
Carpenter
Carolina Mattress
Cauval Group
Chaide & Chaide
Classic Sleep Products
Comforpedic
Comfort Solutions
COFEL group
De Rucci
Diamona
Doremo Octaspring
Dorelan
Dunlopillo
Duxiana
Eastborne
Eminflex
Englander
Flex Group of Companies
Foamex
France Bed
Future Foam
Harrisons
Hastens
Hilding Anders Group
Hypnos
IBC
KayMed
King Koil
Kingsdown
Lady Americana
Land and Sky
Leggett & Platt
Lo Monaco
Magniflex
Metzler
Myers
Optimo
Ortobom
Natura

Natures Rest
Park Place
Permaflex
Pikolin Group
Recticel Group
Relyon
Restonic
Rosen
Rowe
Sapsa Bedding
Select Comfort
Serta and any direct or indirect parent company
Silentnight
Simmons Company/Beautyrest and any direct or indirect parent company
Sleepmaker
Spring Air
Sterling
Stobel
Swiss Comfort
Swiss Sense
Therapedic

RETAILERS

Ashley
Innovative Mattress Solutions
Mattress Firm
Sleepy's
Wayfair

TEMPUR SEALY

TEMPUR SEALY REPORTS THIRD QUARTER 2015 RESULTS

– Net Sales Increase 6%; Margins Expand; Adjusted EPS Increases 26%

LEXINGTON, KY, October 29, 2015 - Tempur Sealy International, Inc. (NYSE:TPX) today announced financial results for the third quarter ended September 30, 2015. The Company also revised financial guidance for the full year 2015.

THIRD QUARTER 2015 FINANCIAL SUMMARY

- Total net sales increased 6.4% to $880.0 million from $827.4 million in the third quarter of 2014. On a constant currency basis(1), total net sales increased 10.6%, with growth in both the North America and International business segments.

- Gross margin under U.S. generally accepted accounting principles ("GAAP") was 40.9% as compared to 38.5% in the third quarter of 2014. Adjusted gross margin(1) was 41.3% as compared to 38.8% in the third quarter of 2014.

- Earnings before interest, tax, depreciation and amortization ("EBITDA")(1) increased 14.3% to $121.4 million as compared to $106.2 million for the third quarter of 2014. Adjusted EBITDA(1) increased 19.1% to $142.3 million as compared to $119.5 million for the third quarter of 2014.

- GAAP operating income was $110.9 million as compared to $87.1 million in the third quarter of 2014. Operating income included $5.5 million of integration costs, $5.2 million of additional costs related to executive management transition and related retention compensation and $2.4 million of restructuring costs. Operating income in the third quarter of 2014 included $10.9 million of integration and financing costs. Adjusted operating income(1) was $124.0 million, or 14.1% of net sales, as compared to $98.0 million, or 11.8% of net sales in the third quarter of 2014.

- GAAP Earnings per diluted share ("EPS") increased to $0.64 as compared to $0.60 in the third quarter of 2014. Adjusted EPS(1) increased 26.1% to $1.11 as compared to adjusted EPS of $0.88 in the third quarter of 2014. On a constant currency basis, adjusted EPS increased 36.4%.

- The Company ended the third quarter of 2015 with consolidated funded debt less qualified cash(1) of $1.4 billion. The ratio of consolidated funded debt less qualified cash to EBITDA, calculated in accordance with the Company's senior secured credit facility,(1) was 3.53 times. In addition, leverage based on the ratio of consolidated funded debt less qualified cash to Adjusted EBITDA(1) was 3.30 times.

Tempur Sealy International, Inc. Chairman and CEO Scott Thompson commented, "The Company’s iconic brands and products continue to perform well throughout the world resulting in solid revenue growth and EBITDA margin expansion. The North American operation was a highlight in the quarter driven by Tempur Flex, Tempur Breeze and Sealy Posturepedic. The International operations dealt with unfavorable foreign exchange headwinds but still managed to deliver stable operating results. The Company continues to demonstrate the free cash flow attributes of the business, resulting in consistent deleveraging of the balance sheet and enhancing the Company’s future capital structuring alternatives."

(1) This is a non-GAAP financial measure. Please refer to "Non-GAAP Financial Measures and Constant Currency Information" below.

Business Segment Highlights

The Company's business segments include North America and International. Corporate operating expenses are not included in either of the business segments and are presented separately as a reconciling item to consolidated results.

North America net sales increased 8.2% to $741.2 million from $685.3 million in the third quarter of 2014. On a constant currency basis, North America net sales increased 9.8%. GAAP gross margin was 38.8% as compared to 35.6% in the third quarter of 2014. GAAP operating margin was 16.0% as compared to 12.6% in the third quarter of 2014.

North America adjusted operating margin(1) was 16.4% as compared to 13.8% in the third quarter of 2014. The improvement in North America adjusted operating margin during the third quarter of 2015 was the result of an improvement in adjusted gross margin(1) of 310 basis points, offset partially by higher advertising expenses as compared to the same period in 2014.

International net sales decreased 2.3% to $138.8 million from $142.1 million in the third quarter of 2014. On a constant currency basis, International net sales increased 14.1%. GAAP gross margin was 51.8% as compared to 52.5% in the third quarter of 2014. GAAP operating margin was 16.6% as compared to 18.4% in the third quarter 2014.

International adjusted operating margin(1) was 18.5% as compared to 18.9% in the third quarter of 2014. The decline in International adjusted operating margin was primarily the result of incremental costs incurred in connection with distributing Sealy products in international markets. International adjusted gross margin(1) was 52.7% as compared to 52.6% in the third quarter of 2014.

Corporate GAAP operating expense increased 20.1% to $30.5 million from $25.4 million in the third quarter of 2014. During the third quarter of 2015, the Company incurred $5.2 million of additional costs related to executive management transition and related retention compensation. Corporate incurred $4.8 million of these costs and $0.4 million were included in the North America and International results.

Corporate adjusted operating expense(1) decreased 2.1% to $23.1 million from $23.6 million in the third quarter of 2014. The decrease in Corporate adjusted operating expense was primarily related to a decrease in legal and professional fees.

Balance Sheet

As of September 30, 2015, the Company reported $71.8 million in cash and cash equivalents and $1.5 billion in total debt, as compared to $62.5 million in cash and cash equivalents and $1.6 billion in total debt as of December 31, 2014. During the third quarter, the Company completed a $450.0 million senior notes offering, and used the proceeds to reduce term loan debt outstanding under the Company's senior secured credit facility. In addition, the Company made a $50.0 million voluntary prepayment on the senior secured credit facility in the third quarter of 2015. These actions improved the Company's capital structure by extending debt maturities, increasing capacity under the senior secured credit facility and shifting more debt to fixed rate debt.

Financial Guidance

Thompson further commented, "The strength of the Company's operations was able to fully absorb unfavorable foreign exchange in the quarter. The Company's new guidance reflects the solid third quarter performance, an increase in interest expense related to the recently completed debt offering and a slight increase to share count."

For the full year 2015, the Company currently expects:

- Net sales to range from $3.150 billion to $3.175 billion
- Adjusted EPS to range from $3.10 to $3.20 per diluted share

The Company noted its expectations are based on information available at the time of this release, and are subject to changing conditions, many of which are outside the Company's control. The Company noted its adjusted EPS guidance does not include integration costs related to the Sealy acquisition, redemption value adjustments on the Company's redeemable non-controlling interest, additional costs related to the Company's 2015 Annual Meeting and related issues, executive management transition and related retention compensation, certain restructuring costs, interest expense related to the accelerated amortization of deferred financing costs associated with voluntary prepayments of the Company's term loans, legal fees and the settlement the Company will pay to the German Federal Cartel Office ("FCO") to fully resolve the FCO's antitrust investigation, and other non-recurring items, including income from the partial settlement of a legal dispute.

(1) This is a non-GAAP financial measure. Please refer to "Non-GAAP Financial Measures and Constant Currency Information" below.

Conference Call Information

Tempur Sealy International, Inc. will host a live conference call to discuss financial results today, October 29, 2015 at 10:00 a.m. Eastern Time. The dial-in number for the conference call is 800-850-2903. The dial-in number for international callers is 224-357-2399. The call is also being webcast and can be accessed on the investor relations section of the Company's website, http://www.tempursealy.com. After the conference call, a webcast replay will remain available on the investor relations section of the Company's website for 30 days. In connection with the conference call, the Company has prepared an investor presentation which has been filed with the Securities and Exchange Commission and is also available on the investor relations section of the Company's website.

Non-GAAP Financial Measures and Constant Currency Information.

For additional information regarding adjusted EPS, adjusted net income, adjusted gross profit, adjusted gross margin, adjusted operating income (expense), adjusted operating margin, EBITDA, adjusted EBITDA, EBITDA calculated in accordance with the Company's senior secured credit facility, consolidated funded debt, and consolidated funded debt less qualified cash (all of which are non-GAAP financial measures), please refer to the reconciliations and other information included in the attached schedules. For information on the methodology used to present information on a constant currency basis, please refer to “Constant Currency Information” at the end of this press release.

Forward-looking Statements

This press release contains "forward-looking statements," within the meaning of the federal securities laws, which include information concerning one or more of the Company's plans, objectives, goals, strategies, and other information that is not historical information. When used in this release, the words "estimates," "expects," "guidance," "anticipates," "projects," "plans," "proposed," "intends," "believes," and variations of such words or similar expressions are intended to identify forward-looking statements. These forward-looking statements include, without limitation, statements relating to the Company's expectations regarding net sales and adjusted EPS for 2015 and performance generally for 2015 and subsequent years. All forward looking statements are based upon current expectations and beliefs and various assumptions. There can be no assurance that the Company will realize these expectations or that these beliefs will prove correct.

Numerous factors, many of which are beyond the Company's control, could cause actual results to differ materially from those expressed as forward-looking statements. These risk factors include risks associated with the Company's capital structure and increased debt level; the ability to successfully integrate Sealy Corporation into the Company's operations and realize cost and revenue synergies and other benefits from the transaction; whether the Company will realize the anticipated benefits from its asset dispositions in 2014 and the acquisition of brand rights in certain international markets in 2014; general economic, financial and industry conditions, particularly in the retail sector, as well as consumer confidence and the availability of consumer financing; changes in product and channel mix and the impact on the Company's gross margin; changes in interest rates; the impact of the macroeconomic environment in both the U.S. and internationally on the Company's business segments; uncertainties arising from global events; the effects of changes in foreign exchange rates on the Company's reported earnings; consumer acceptance of the Company's products; industry competition; the efficiency and effectiveness of the Company's advertising campaigns and other marketing programs; the Company's ability to increase sales productivity within existing retail accounts and to further penetrate the Company's retail channel, including the timing of opening or expanding within large retail accounts and the timing and success of product launches; the effects of consolidation of retailers on revenues and costs; the Company's ability to expand brand awareness, distribution and new products; the Company's ability to continuously improve and expand its product line, maintain efficient, timely and cost-effective production and delivery of its products, and manage its growth; the effects of strategic investments on the Company's operations; changes in foreign tax rates and changes in tax laws generally, including the ability to utilize tax loss carry forwards; the outcome of various pending tax audits or other tax, regulatory or investigation proceedings; changing commodity costs; the effect of future legislative or regulatory changes; and disruptions to the implementation of the Company's strategic priorities and business plan caused by abrupt changes in the Company's senior management team and Board of Directors.

There are a number of risks, uncertainties and other important factors, many of which are beyond the Company's control, that could cause its actual results to differ materially from those expressed as forward-looking statements in this press release, including the risk factors discussed under the heading "Risk Factors" under ITEM 1A of Part 1 of our Annual Report on Form 10-K for the year ended December 31, 2014 and under ITEM 1A of Part 2 of our Quarterly Report on Form 10-Q for the quarter ended June 30, 2015. There may be other factors that may cause the Company's actual results to differ materially from the forward-looking statements. The Company undertakes no obligation to update any forward-looking statement to reflect events or circumstances after the date on which such statement is made.

About Tempur Sealy International, Inc.

Tempur Sealy International, Inc. (NYSE: TPX) is the world's largest bedding provider. Tempur Sealy International, Inc. develops, manufactures and markets mattresses, foundations, pillows and other products. The Company's brand portfolio includes many highly recognized brands, including TEMPUR®, Tempur-Pedic®, Sealy®, Sealy Posturepedic® and Stearns & Foster®. World headquarters for Tempur Sealy International, Inc. is in Lexington, KY. For more information, visit http://www.tempursealy.com or call 800-805-3635.

Investor Relations Contact:

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Executive Vice President, Chief Financial Officer

Mark Rupe
Vice President, Investor Relations

Tempur Sealy International, Inc.
800-805-3635
Investor.relations@tempursealy.com

TEMPUR SEALY INTERNATIONAL, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Income
(in millions, except per common share amounts)
(unaudited)

	Three Months Ended September 30, 2015	Three Months Ended September 30, 2014	Chg %	Nine Months Ended September 30, 2015	Nine Months Ended September 30, 2014	Chg %
Net sales	$ 880.0	$ 827.4	6.4%	$ 2,383.9	$ 2,244.3	6.2%
Cost of sales	520.4	508.9		1,448.1	1,388.0	
Gross profit	359.6	318.5	12.9%	935.8	856.3	9.3%
Selling and marketing expenses	175.6	166.8		498.0	465.0	
General, administrative and other expenses	79.8	70.8		242.6	210.6	
Equity income in earnings of unconsolidated affiliates	(2.0)	(1.8)		(8.4)	(5.6)	
Royalty income, net of royalty expense	(4.7)	(4.4)		(13.7)	(13.5)	
Operating income	110.9	87.1	27.3%	217.3	199.8	8.8%
Other expense, net:						
Interest expense, net	33.2	25.3		74.1	70.5	
Loss on disposal, net	—	2.8		—	23.2	
Other expense (income), net	11.8	(0.9)		12.7	(0.4)	
Total other expense	45.0	27.2		86.8	93.3	
Income before income taxes	65.9	59.9	10.0%	130.5	106.5	22.5%
Income tax provision	(25.0)	(22.4)		(43.6)	(43.7)	
Net income before non-controlling interest	40.9	37.5	9.1%	86.9	62.8	38.4%
Less: Net income attributable to non-controlling interest (1),(2)	0.7	0.4		2.1	0.5	
Net income attributable to Tempur Sealy International, Inc.	$ 40.2	$ 37.1	8.4%	$ 84.8	$ 62.3	36.1%
Earnings per common share:						
Basic	$ 0.65	$ 0.61		$ 1.38	$ 1.02	
Diluted	$ 0.64	$ 0.60	6.7%	$ 1.36	$ 1.00	36.0%
Weighted average common shares outstanding:						
Basic	62.1	60.9		61.4	60.8	
Diluted	62.9	62.1		62.5	62.0	

(1) Income attributable to the Company's redeemable non-controlling interest in Comfort Revolution, LLC for the three months ended September 30, 2015 and 2014 represented $0.5 million and $0.4 million, respectively. Income attributable to the Company's redeemable non-controlling interest in Comfort Revolution, LLC for the nine months ended September 30, 2015 and 2014 represented $1.0 million and $0.5 million, respectively.

(2) The Company recorded a $0.2 million and $1.1 million redemption value adjustment, net of tax, for the three and nine months ended September 30, 2015, respectively, to adjust the carrying value of the redeemable non-controlling interest as of September 30, 2015 to its redemption value. As of September 30, 2014, the accumulated earnings exceeded the redemption value and, accordingly, a redemption value adjustment was not necessary for the three and nine months ended September 30, 2014.

TEMPUR SEALY INTERNATIONAL, INC. AND SUBSIDIARIES
Condensed Consolidated Balance Sheet
(in millions)

	September 30, 2015	December 31, 2014
ASSETS	(unaudited)	
Current Assets:		
Cash and cash equivalents	$ 71.8	$ 62.5
Accounts receivable, net	454.7	385.8
Inventories, net	213.1	217.2
Prepaid expenses and other current assets	63.5	56.5
Deferred income taxes	51.2	44.4
Total Current Assets	854.3	766.4
Property, plant and equipment, net	360.5	355.6
Goodwill	712.7	736.5
Other intangible assets, net	702.3	727.1
Deferred income taxes	9.3	8.6
Other non-current assets	100.3	68.4
Total Assets	$ 2,739.4	$ 2,662.6
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 272.3	$ 226.4
Accrued expenses and other current liabilities	291.3	233.3
Deferred income taxes	0.2	0.2
Income taxes payable	17.7	12.0
Current portion of long-term debt	173.8	66.4
Total Current Liabilities	755.3	538.3
Long-term debt	1,312.5	1,535.9
Deferred income taxes	242.4	258.8
Other non-current liabilities	115.6	114.3
Total Liabilities	2,425.8	2,447.3
Redeemable Non-Controlling Interest	14.3	12.6
Total Stockholders' Equity	299.3	202.7
Total Liabilities, Redeemable Non-Controlling Interest and Stockholders' Equity	$ 2,739.4	$ 2,662.6

TEMPUR SEALY INTERNATIONAL, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(in millions)
(unaudited)

	Nine Months Ended September 30,	
	2015	**2014**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income before non-controlling interest	$ 86.9	$ 62.8
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	54.9	57.7
Amortization of stock-based compensation	16.4	9.4
Amortization of deferred financing costs	18.7	10.2
Bad debt expense	4.4	4.8
Deferred income taxes	(21.4)	(23.9)
Dividends received from unconsolidated affiliates	3.0	—
Equity income in earnings of unconsolidated affiliates	(8.4)	(5.6)
Non-cash interest expense on 8.0% Sealy Notes	4.5	3.8
Loss on sale of assets	1.2	1.4
Foreign currency adjustments and other	4.7	0.1
Loss on disposal of business	—	23.2
Changes in operating assets and liabilities	(31.7)	37.0
Net cash provided by operating activities	133.2	180.9
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisition of business, net of cash acquired	—	(8.5)
Proceeds from disposition of business and other	7.2	43.5
Purchases of property, plant and equipment	(51.1)	(30.3)
Other	(0.3)	2.0
Net cash (used in) provided by investing activities	(44.2)	6.7
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of senior notes	450.0	—
Proceeds from borrowings under long-term debt obligations	405.4	239.5
Repayments of borrowings under long-term debt obligations	(974.4)	(432.7)
Proceeds from exercise of stock options	16.7	3.9
Excess tax benefit from stock-based compensation	19.7	1.6
Proceeds from issuance of treasury shares	5.0	—
Treasury shares repurchased	(1.3)	(2.2)
Payments of deferred financing cost	(6.4)	—
Other	(2.1)	0.4
Net cash used in financing activities	(87.4)	(189.5)
NET EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	7.7	2.7
Increase in cash and cash equivalents	9.3	0.8
CASH AND CASH EQUIVALENTS, beginning of period	62.5	81.0
CASH AND CASH EQUIVALENTS, end of period	$ 71.8	$ 81.8

Summary of Channel Sales

The following table highlights net sales information, by channel and by segment, for the three months ended September 30, 2015 and 2014:

	Consolidated		North America		International	
(in millions)	Three Months Ended September 30,		Three Months Ended September 30,		Three Months Ended September 30,	
	2015	2014	2015	2014	2015	2014
Retail[(1)]	$ 800.3	$ 766.7	$ 703.3	$ 661.0	$ 97.0	$ 105.7
Other[(2)]	79.7	60.7	37.9	24.3	41.8	36.4
	$ 880.0	$ 827.4	$ 741.2	$ 685.3	$ 138.8	$ 142.1

(1) The Retail channel includes furniture and bedding retailers, department stores, specialty retailers and warehouse clubs.
(2) The Other channel includes direct-to-consumer, third party distributors, hospitality and healthcare customers.

Summary of Product Sales

The following table highlights net sales information, by product and by segment, for the three months ended September 30, 2015 and 2014:

	Consolidated		North America		International	
(in millions)	Three Months Ended September 30,		Three Months Ended September 30,		Three Months Ended September 30,	
	2015	2014	2015	2014	2015	2014
Bedding[(1)]	$ 801.0	$ 755.3	$ 690.8	$ 645.8	$ 110.2	$ 109.5
Other[(2)]	79.0	72.1	50.4	39.5	28.6	32.6
	$ 880.0	$ 827.4	$ 741.2	$ 685.3	$ 138.8	$ 142.1

(1) Bedding products include mattresses, foundations, and adjustable foundations.
(2) Other products include pillows and various other comfort products.

TEMPUR SEALY INTERNATIONAL, INC. AND SUBSIDIARIES
Reconciliation of Non-GAAP Measures
(in millions, except percentages, ratios and per common share amounts)

The Company provides information regarding adjusted net income, adjusted EPS, adjusted gross profit, adjusted gross margin, adjusted operating income (expense), adjusted operating margin, EBITDA, EBITDA in accordance with the Company's senior secured credit facility, adjusted EBITDA, consolidated funded debt and consolidated funded debt less qualified cash, which are not recognized terms under GAAP and do not purport to be alternatives to net income and earnings per share as a measure of operating performance or total debt. Because not all companies use identical calculations, these presentations may not be comparable to other similarly titled measures of other companies.

Adjusted Net Income and Adjusted EPS
A reconciliation of GAAP net income to adjusted net income and GAAP EPS to adjusted EPS is provided below. Management believes that the use of these non-GAAP financial measures provides investors with additional useful information with respect to the impact of various integration costs associated with the acquisition of Sealy Corporation ("Sealy") and its historical subsidiaries (the "Sealy Acquisition"), including the transition of manufacturing facilities in North America, redemption value adjustments to the carrying value of the Company’s redeemable non-controlling interest, the executive management transition and related retention compensation, certain restructuring costs, interest expense and financing costs related to the accelerated amortization of deferred financing costs associated with voluntary prepayments of the Company’s term loans, legal fees and the settlement the Company will pay to the German Federal Cartel Office ("FCO") to fully resolve the FCO's antitrust investigation, and other non-recurring items, including income from the partial settlement of a legal dispute.

Adjusted Gross Profit and Gross Margin and Adjusted Operating Income (Expense) and Operating Margin
A reconciliation of GAAP gross profit and gross margin to adjusted gross profit and gross margin, respectively, and GAAP operating income (expense) and operating margin to adjusted operating income (expense) and operating margin, respectively, is provided below. Management believes that the use of these non-GAAP financial measures provides investors with additional useful information with respect to the Company’s gross profit, operating income and margin performance excluding the impact of various integration costs associated with the Sealy Acquisition, including the transition of manufacturing facilities in North America, the executive management transition and related retention compensation, certain restructuring costs and legal fees associated with the settlement the Company will pay to the FCO to fully resolve the FCO's antitrust investigation.

EBITDA and Adjusted EBITDA
A reconciliation of the Company's GAAP net income to EBITDA and adjusted EBITDA are provided below. Management believes that the use of EBITDA and adjusted EBITDA also provides investors with useful information with respect to the Company’s performance excluding the impact of various integration costs associated with the Sealy Acquisition, including the transition of manufacturing facilities in North America, additional costs related to the Company's 2015 Annual Meeting and related issues, the executive management transition and related retention compensation, certain restructuring costs, interest expense and financing costs related to the accelerated amortization of deferred financing costs associated with voluntary prepayments of the Company’s term loans, legal fees and the settlement the Company will pay to the FCO to fully resolve the FCO's antitrust investigation, and other non-recurring items, including income from the partial settlement of a legal dispute.

EBITDA in accordance with the Company's senior secured credit facility, Funded debt and Funded debt less qualified cash
A reconciliation of the Company's GAAP net income to EBITDA in accordance with the Company's senior secured credit facility (which the Company may refer to as "EBITDA for covenant compliance purposes") and a reconciliation of total debt to consolidated funded debt and consolidated funded debt less qualified cash are provided below. In addition, a calculation of the ratio of consolidated funded debt less qualified cash to EBITDA determined in accordance with the Company's senior secured credit facility is provided below. Management believes that presenting these non-GAAP measures provides investors with useful information with respect to the terms of the Company’s senior secured credit facility and the Company’s compliance with key financial covenants.

In addition to providing the ratio calculation in accordance with the Company's senior secured credit facility as described above, the Company also provides below a calculation of the ratio of consolidated funded debt less qualified cash to Adjusted EBITDA. Although not relevant for purposes of assessing compliance with the Company's current financial covenants, the Company provides this as supplemental information to investors to provide more general information about the Company's progress in reducing its leverage.

Reconciliation of GAAP net income to adjusted net income and GAAP EPS to adjusted EPS

The following table sets forth the reconciliation of the Company's GAAP net income and EPS for the three months ended September 30, 2015 and 2014 to the calculation of adjusted net income and adjusted EPS for the three months ended September 30, 2015 and 2014:

(in millions, except per share amounts)	Three Months Ended September 30, 2015	Three Months Ended September 30, 2014
GAAP net income	$ 40.2	$ 37.1
Plus:		
German legal settlement (1)	17.6	—
Interest expense and financing costs, net of tax (2)	8.3	2.7
Other income, net of tax (3)	(6.6)	—
Integration costs, net of tax (4)	4.2	7.6
Executive management transition and retention compensation, net of tax (5)	3.9	—
Restructuring costs, net of tax (6)	1.7	—
Redemption value adjustment on redeemable non-controlling interest, net of tax (7)	0.2	—
Loss on disposal of business, net of tax (8)	—	2.0
Adjustment of income taxes to normalized rate (9)	0.4	5.4
Adjusted net income	$ 69.9	$ 54.8
GAAP earnings per share, diluted	$ 0.64	$ 0.60
German legal settlement (1)	0.28	—
Interest expense and financing costs, net of tax (2)	0.13	0.04
Other income, net of tax (3)	(0.10)	—
Integration costs, net of tax (4)	0.07	0.12
Executive management transition and retention compensation, net of tax (5)	0.06	—
Restructuring costs, net of tax (6)	0.03	—
Loss on disposal of business, net of tax (8)	—	0.03
Adjustment of income taxes to normalized rate (9)	—	0.09
Adjusted earnings per share, diluted	$ 1.11	$ 0.88
Diluted shares outstanding	62.9	62.1

(1) German legal settlement represents the previously announced €15.5 million settlement the Company will pay to the FCO to fully resolve the FCO's antitrust investigation and related legal fees.

(2) Interest expense and financing costs in the third quarter of 2015 represents non-cash interest costs related to the accelerated amortization of deferred financing costs associated with the $493.8 million voluntary prepayment of the Company's term loans, subsequent to the issuance by the Company of $450 million aggregate principal amount of 5.625% senior notes due 2023. Interest expense and financing costs in the third quarter of 2014 represents costs related to the accelerated amortization of deferred financing costs associated with a voluntary prepayment of the Company's term loans. Excluding the tax effect, the interest expense and financing costs are $12.0 million and $3.6 million, for the third quarter of 2015 and 2014, respectively.

(3) Other income includes income from a partial settlement of a legal dispute in the third quarter of 2015. Excluding the tax effect, other income is $9.5 million.

(4) Integration costs represents costs, including legal fees, professional fees, compensation costs and other charges related to the transition of manufacturing facilities, and other costs related to the continued alignment of the North America business segment related to the Sealy Acquisition. Excluding the tax effect, the integration costs are $6.1 million and $10.5 million for the third quarter of 2015 and 2014, respectively.

(5) Executive management transition and retention compensation represents certain costs associated with the transition of certain of the Company's executive officers. Excluding the tax effect, the executive management transition and retention compensation cost is $5.2 million.

(6) Restructuring costs represents costs associated with headcount reduction and store closures. Excluding the tax effect, the restructuring costs are $2.4 million.

(7) Redemption value adjustment on redeemable non-controlling interest represents a $0.2 million adjustment, net of tax, to adjust the carrying value of the redeemable non-controlling interest as of September 30, 2015 to its redemption value. Excluding the tax effect, the redemption value adjustment on redeemable non-controlling interest is $0.3 million.

(8) Loss on disposal of business represents costs associated with the disposition of the three Sealy U.S. innerspring component production facilities and related equipment. Excluding the tax effect, the loss on disposal of business is $2.8 million.

(9) Adjustment of income taxes to normalized rate represents adjustments associated with the aforementioned items and other discrete income tax events.

Reconciliation of GAAP gross profit and margin to adjusted gross profit and margin and GAAP operating income (expense) and margin to adjusted operating income (expense) and margin

The following table sets forth the reconciliation of the Company's reported GAAP gross profit and operating income (expense) to the calculation of adjusted gross profit and operating income (expense) for the three months ended September 30, 2015:

	3Q 2015						
(in millions, except percentages)	**Consolidated**	**Margin**	**North America (1)**	**Margin**	**International (2)**	**Margin**	**Corporate (3)**
Net sales	$ 880.0		$ 741.2		$ 138.8		—
Gross profit	359.6	40.9%	287.7	38.8%	71.9	51.8%	—
Adjustments	3.5		2.2		1.3		—
Adjusted gross profit	363.1	41.3%	289.9	39.1%	73.2	52.7%	—
Operating income (expense)	110.9	12.6%	118.4	16.0%	23.0	16.6%	(30.5)
Adjustments	13.1		3.0		2.7		7.4
Adjusted operating income (expense)	$ 124.0	14.1%	$ 121.4	16.4%	$ 25.7	18.5%	$ (23.1)

(1) Adjustments for the North America business segment represent integration costs, which include compensation costs, professional fees and other charges related to the transition of manufacturing facilities and distribution network, and other costs to support the continued alignment of the North America business segment related to the Sealy Acquisition, as well as executive management retention compensation incurred in connection with executive management transition.

(2) Adjustments for the International business segment represent integration costs incurred in connection with the introduction of Sealy products in certain international markets, certain restructuring costs as well as executive management retention compensation incurred in connection with executive management transition.

(3) Adjustments for Corporate represent integration costs which include legal fees, professional fees and other charges to align the business related to the Sealy Acquisition, certain restructuring costs as well as executive management transition expense and related retention compensation.

The following table sets forth the reconciliation of the Company's reported GAAP gross profit and operating income (expense) to the calculation of adjusted gross profit and operating income (expense) for the three months ended September 30, 2014:

	3Q 2014						
(in millions, except percentages)	**Consolidated**	**Margin**	**North America (1)**	**Margin**	**International (2)**	**Margin**	**Corporate (3)**
Net sales	$ 827.4		$ 685.3		$ 142.1		—
Gross profit	318.5	38.5%	243.9	35.6%	74.6	52.5%	—
Adjustments	2.6		2.5		0.1		—
Adjusted gross profit	321.1	38.8%	246.4	36.0%	74.7	52.6%	—
Operating income (expense)	87.1	10.5%	86.4	12.6%	26.1	18.4%	(25.4)
Adjustments	10.9		8.3		0.8		1.8
Adjusted operating income (expense)	$ 98.0	11.8%	$ 94.7	13.8%	$ 26.9	18.9%	$ (23.6)

(1) Adjustments for the North America business segment represent integration costs, which include severance and benefits costs, professional fees and other charges related to the transition of manufacturing facilities and distribution network, and other costs to support the continued alignment of the North America business segment related to the Sealy Acquisition.

(2) Adjustments for the International business segment represent integration costs incurred in connection with the introduction of Sealy products in certain international markets.

(3) Adjustments for Corporate represent integration costs which include legal fees, professional fees and other charges to align the business related to the Sealy Acquisition as well as financing costs incurred in connection with the amendment of the Company's senior secured credit facility in the third quarter of 2014.

Reconciliation of GAAP net income to EBITDA, EBITDA in accordance with the Company's senior secured credit facility and adjusted EBITDA

The following table sets forth the reconciliation of the Company's reported GAAP net income to the calculation of EBITDA, EBITDA in accordance with the Company's senior secured credit facility and adjusted EBITDA for the three months ended September 30, 2015 and 2014:

(in millions)	**Three Months Ended September 30, 2015**	**Three Months Ended September 30, 2014**
GAAP net income	$ 40.2	$ 37.1
Interest expense	33.2	25.3
Income taxes	25.0	22.4
Depreciation & amortization	23.0	21.4
EBITDA	$ 121.4	$ 106.2
Adjustments for financial covenant purposes:		
Other income [(1)]	(9.5)	—
Integration costs [(2)]	6.1	10.5
Restructuring costs [(3)]	2.2	—
Loss on disposal of business [(4)]	—	2.8
Redemption value adjustment on redeemable non-controlling interest, net of tax[(5)]	0.2	—
EBITDA in accordance with the Company's senior secured credit facility	$ 120.4	$ 119.5
Additional adjustments:		
German legal settlement [(6)]	17.6	—
Executive transition and retention compensation [(7)]	4.3	—
Adjusted EBITDA	$ 142.3	$ 119.5

(1) Other income includes income from a partial settlement of a legal dispute.

(2) Integration costs represents costs, including legal fees, professional fees, compensation costs and other charges related to the transition of manufacturing facilities, and other costs related to the continued alignment of the North America business segment related to the Sealy Acquisition.

(3) Restructuring costs represents costs associated with headcount reduction and store closures.

(4) Loss on disposal of business represents costs associated with the disposition of the three Sealy U.S. innerspring component production facilities and related equipment.

(5) Redemption value adjustment on redeemable non-controlling interest represents a $0.2 million adjustment, net of tax, to adjust the carrying value of the redeemable non-controlling interest as of September 30, 2015 to its redemption value.

(6) German legal settlement represents the previously announced €15.5 million settlement the Company will pay to the FCO to fully resolve the FCO's antitrust investigation and related legal fees.

(7) Executive management transition and retention compensation represents certain costs associated with the transition of certain of the Company's executive officers.

The following table sets forth the reconciliation of the Company's net income to the calculations of EBITDA, EBITDA in accordance with the Company's senior secured credit facility and adjusted EBITDA for the twelve months ended September 30, 2015:

(in millions)		Twelve Months Ended September 30, 2015
Net income	$	131.4
Interest expense		95.5
Income taxes		64.8
Depreciation & amortization		94.1
EBITDA	$	385.8
Adjustments for financial covenant purposes:		
Integration costs (1)		42.9
Other (2)		(23.0)
Restructuring (3)		2.2
Financing costs (4)		1.0
Redemption value adjustment on redeemable non-controlling interest, net of tax (5)		1.1
EBITDA in accordance with the Company's senior secured credit facility	$	410.0
Additional adjustments:		
German legal settlement (6)		17.6
Executive transition and retention compensation (7)		7.3
2015 Annual Meeting costs (8)		4.2
Adjusted EBITDA	$	439.1

(1) Integration costs represents costs, including legal fees, professional fees, compensation costs and other charges related to the transition of manufacturing facilities, and other costs related to the continued alignment of the North America business segment related to the Sealy Acquisition.

(2) Other represents income from certain other non-recurring items, including $25.1 million of income from a partial settlement of a legal dispute, offset by $2.1 million of additional costs related to the Company's 2015 Annual Meeting and related issues.

(3) Restructuring costs represents costs associated with headcount reduction and store closures.

(4) Financing costs represent costs incurred in connection with the amendment of the Company's senior secured credit facility.

(5) Redemption value adjustment on redeemable non-controlling interest represents a $1.1 million adjustment, net of tax, to adjust the carrying value of the redeemable non-controlling interest as of September 30, 2015 to its redemption value.

(6) German legal settlement represents the previously announced €15.5 million settlement the Company will pay to the FCO to fully resolve the FCO's antitrust investigation and related legal fees.

(7) Executive management transition and retention compensation represents certain costs associated with the transition of certain of the Company's executive officers.

(8) 2015 Annual Meeting costs represent additional costs related to the Company's 2015 Annual Meeting and related issues.

Reconciliation of total debt to consolidated funded debt less qualified cash

The following table sets forth the reconciliation of the Company's reported total debt to the calculation funded debt less qualified cash as of September 30, 2015. "Consolidated funded debt" and "qualified cash" are terms used in the Company's senior secured credit facility for purposes of certain financial covenants.

(in millions)	As of September 30, 2015
Total debt	$ 1,486.3
Plus:	
Letters of credit outstanding	19.8
Consolidated funded debt	$ 1,506.1
Less:	
Domestic qualified cash (1)	40.0
Foreign qualified cash (1)	19.1
Consolidated funded debt less qualified cash	$ 1,447.0

(1) Qualified cash as defined in the credit agreement equals 100.0% of unrestricted domestic cash plus 60.0% of unrestricted foreign cash. For purposes of calculating leverage ratios, qualified cash is capped at $150.0 million.

Calculation of consolidated funded debt less qualified cash to EBITDA in accordance with the Company's senior secured credit facility

($ in millions)	As of September 30, 2015
Consolidated funded debt less qualified cash	$ 1,447.0
EBITDA in accordance with the Company's senior secured credit facility	410.0
	3.53 times (1)

(1) The ratio of consolidated debt less qualified cash to EBITDA in accordance with the Company's senior secured credit facility was 3.53 times, within the Company's financial covenant under its senior secured credit facility, which requires this ratio be less than 4.75 times at September 30, 2015.

Calculation of consolidated funded debt less qualified cash to Adjusted EBITDA

($ in millions)	As of September 30, 2015
Consolidated funded debt less qualified cash	$ 1,447.0
Adjusted EBITDA	439.1
	3.30 times

Constant Currency Information

In this press release the Company refers to, and in other press releases and other communications with investors the Company may refer to, net sales or earnings or other historical financial information on a “constant currency basis”, which is a non-GAAP financial measure. These references to constant currency basis do not include operational impacts that could result from fluctuations in foreign currency rates. To provide information on a constant currency basis, the applicable financial results are adjusted based on a simple mathematical model that translates current period results in local currency using the comparable prior year period’s currency conversion rate. This approach is used for countries where the functional currency is the local country currency. This information is provided so that certain financial results can be viewed without the impact of fluctuations in foreign currency rates, thereby facilitating period-to-period comparisons of business performance.

Tempur Sealy International, Inc.

October 29, 2015

Earnings Call Presentation
3Q 2015

TEMPUR + SEALY

Forward-Looking Statements

This investor presentation contains "forward-looking statements," within the meaning of the federal securities laws, which include information concerning one or more of the Company's plans, objectives, goals, strategies, and other information that is not historical information. When used in this presentation, the words "estimates," "expects," "guidance," "anticipates," "projects," "plans," "proposed," "intends," "believes," and variations of such words or similar expressions are intended to identify forward-looking statements. These forward-looking statements include, without limitation, statements relating to the Company's expectations regarding net sales and adjusted EPS for 2015 and performance generally for the fourth quarter of 2015 and full year 2015 and subsequent years. All forward looking statements are based upon current expectations and beliefs and various assumptions. There can be no assurance that the Company will realize these expectations or that these beliefs will prove correct.

Numerous factors, many of which are beyond the Company's control, could cause actual results to differ materially from those expressed as forward-looking statements. These risk factors include risks associated with the Company's capital structure and increased debt level; the ability to successfully integrate Sealy Corporation into the Company's operations and realize cost and revenue synergies and other benefits from the transaction; whether the Company will realize the anticipated benefits from its asset dispositions in 2014 and the acquisition of brand rights in certain international markets in 2014; general economic, financial and industry conditions, particularly in the retail sector, as well as consumer confidence and the availability of consumer financing; changes in product and channel mix and the impact on the Company's gross margin; changes in interest rates; the impact of the macroeconomic environment in both the U.S. and internationally on the Company's business segments; uncertainties arising from global events; the effects of changes in foreign exchange rates on the Company's reported earnings; consumer acceptance of the Company's products; industry competition; the efficiency and effectiveness of the Company's advertising campaigns and other marketing programs; the Company's ability to increase sales productivity within existing retail accounts and to further penetrate the Company's retail channel, including the timing of opening or expanding within large retail accounts and the timing and success of product launches; the effects of consolidation of retailers on revenues and costs; the Company's ability to expand brand awareness, distribution and new products; the Company's ability to continuously improve and expand its product line, maintain efficient, timely and cost-effective production and delivery of its products, and manage its growth; the effects of strategic investments on the Company's operations; changes in foreign tax rates and changes in tax laws generally, including the ability to utilize tax loss carry forwards; the outcome of various pending tax audits or other tax, regulatory or investigation proceedings; changing commodity costs; the effect of future legislative or regulatory changes; and disruptions to the implementation of the Company's strategic priorities and business plan caused by abrupt changes in the Company's senior management team and Board of Directors.

There are a number of risks and uncertainties and other important factors, many of which are beyond the Company's control, that could cause its actual results to differ materially from those expressed as forward-looking statements in this investor presentation, including the risk factors discussed under the heading "Risk Factors" under ITEM 1A of Part 1 of our Annual Report on Form 10-K for the year ended December 31, 2014 and under ITEM 1A of Part 2 of our Quarterly Report on Form 10-Q for the quarter ended June 30, 2015. There may be other factors that may cause the Company's actual results to differ materially from the forward-looking statements. The Company undertakes no obligation to update any forward-looking statement to reflect events or circumstances after the date on which such statement is made.

Note Regarding Historical Financial Information:

In this investor presentation we provide or refer to certain historical information for the Company. For a more detailed discussion of the Company's financial performance please refer to the Company's SEC filings.

Note Regarding Trademarks, Trade Names and Service Marks:

TEMPUR, Tempur-Pedic, TEMPUR-Cloud, TEMPUR-Choice, TEMPUR-Weightless, TEMPUR-Contour, TEMPUR-Rhapsody, TEMPUR-Flex, GrandBed, TEMPUR-Simplicity, TEMPUR-Ergo, TEMPUR-UP, TEMPUR-Neck, TEMPUR-Symphony, TEMPUR-Comfort, TEMPUR-Traditional, TEMPUR-Home, Sealy, Sealy Posturepedic, Stearns & Foster, and Optimum are trademarks, trade names or service marks of Tempur Sealy International, Inc. and/or its subsidiaries. All other trademarks, trade names and service marks in this presentation are the property of the respective owners.

3Q 2015 – Overall Key Takeaways

- Net sales increased 6.4%, and 10.6% in constant currency[1]
- Tempur-Pedic brand sales in North America were an all-time record with high-teens growth versus last year
- Adjusted EBITDA[2] margins expanded to 16.2% and led to 19% adjusted EBITDA growth
- Adjusted EPS[3] increased 26%, and 36% in constant currency
- Strong 3Q operating cash flow growth of over 20% as compared to last year
- Leverage ratio[4] improved to 3.3x from 4.1x last year
- Leverage ratio[5] as calculated under the senior secured credit facilities improved to 3.5x from 4.1x last year

Note 1: For information on the methodology used to present constant currency basis please refer to "Constant Currency Information" at the end of this presentation.
Note 2: Adjusted EBITDA is a non-GAAP financial measure. Please refer to the "Use of Non-GAAP Financial Measures" at the end of this presentation for more information regarding the definition of adjusted EBITDA, including the adjustments from the applicable GAAP information.
Note 3: Adjusted EPS is a non-GAAP financial measure. Please refer to the "Use of Non-GAAP Financial Measures" at the end of this presentation for more information regarding the definition of adjusted EPS, including the adjustments from the applicable GAAP information.
Note 4: Represents the ratio of consolidated funded debt less qualified cash to adjusted EBITDA, which is a non-GAAP financial measure. For a calculation of this ratio as of September 30, 2014 and September 30, 2015 and our use of this non-GAAP financial measure, please refer to "Use of Non-GAAP Financial Measures" at the end of this presentation.
Note 5: Represents the ratio of consolidated funded debt less qualified cash to EBITDA in accordance with the Company's senior secured credit facility, which is a non-GAAP financial measure. For a calculation of this ratio as of September 30, 2014 and September 30, 2015 and our use of this non-GAAP financial measure, please refer to "Use of Non-GAAP Financial Measures" at the end of this presentation.

Revised FY 2015 Guidance[1]

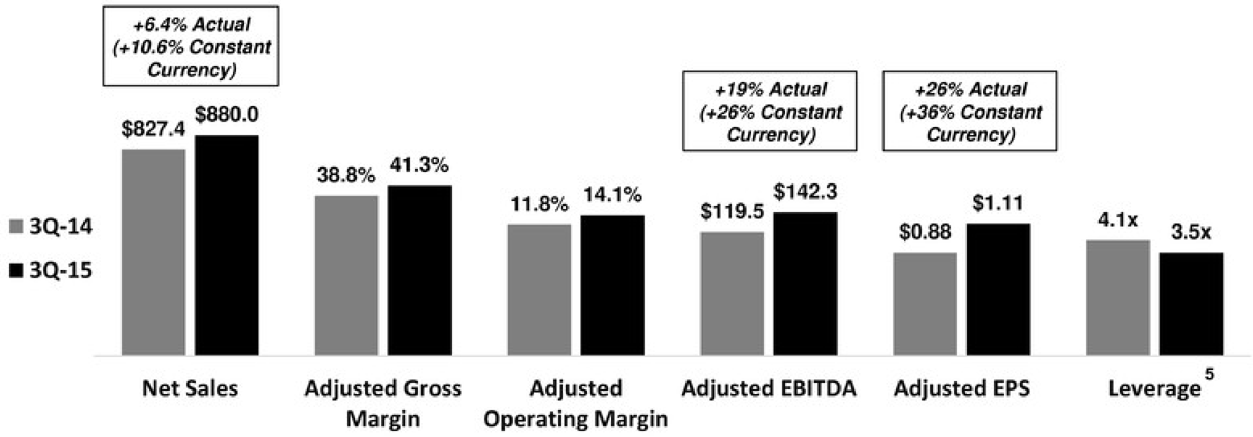
- **FY 2015 adjusted EPS[2] guidance range of $3.10 to $3.20**
  - Includes technical adjustments of $0.06 related to higher interest expense and higher share count, which were not included in prior guidance
- **In 4Q 2015, expect continued sales growth from new products, further margin expansion year-over-year, strong free cash flow generation, and further deleveraging**

FY 2015 Guidance	New Guidance Range	Y/Y Chg.	Old Guidance Range
Net Sales	$3.150 to $3.175 Billion	+5% to +6%	$3.125 to $3.175 Billion
Adjusted EPS	$3.10 to $3.20	+17% to +21%	$3.00 to $3.20

Note 1: Management estimates. Please refer to "Forward Looking Statements".
Note 2: Adjusted EPS is a non-GAAP financial measure. Please refer to the "Use of Non-GAAP Financial Measures" at the end of this presentation for more information regarding the definition of adjusted EPS, including the adjustments from the applicable GAAP information.

3Q 2015 – Consolidated Performance Summary

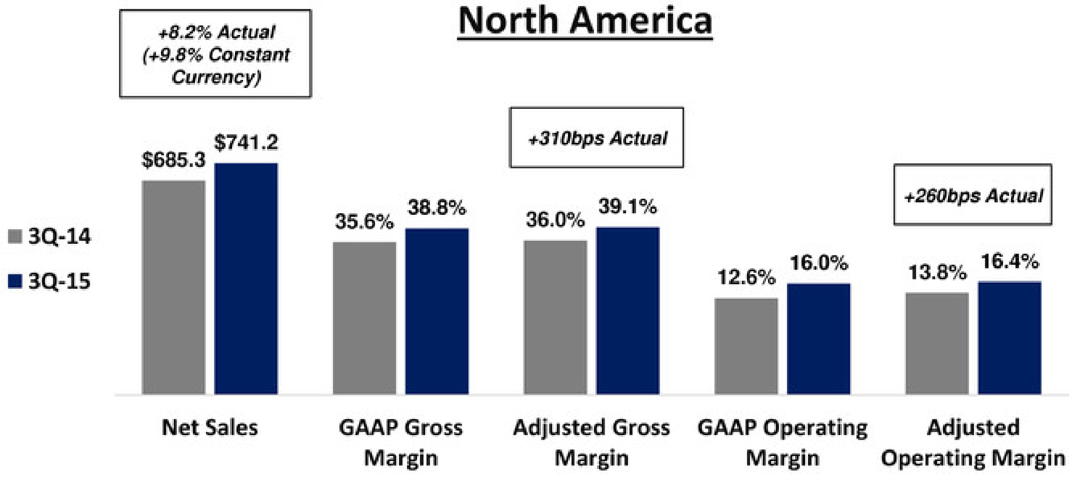
- **Net sales increased 6.4% (+10.6% constant currency[1])**
- **Adjusted operating margin[2] increased 230 basis points to 14.1%**
  - 2015 GAAP operating margin was 12.6% versus 2014 GAAP operating margin was 10.5%
- **Adjusted EBITDA[3] increased 19% (+26% constant currency)**
- **Adjusted EPS[4] increased 26% (+36% constant currency)**
  - 2015 GAAP EPS was $0.64 and 2014 GAAP EPS was $0.60
  - Foreign exchange had a negative adjusted EPS impact of $0.09 as compared to last year



Note 1: For information on the methodology used to present constant currency information please refer to "Constant Currency Information" at the end of this presentation.
Note 2: Adjusted gross margin and adjusted operating margin are non-GAAP financial measures. Please refer to the "Use of Non-GAAP Financial Measures" at the end of this presentation for more information regarding the definition of adjusted gross margin and adjusted operating margin.
Note 3: Adjusted EBITDA is a non-GAAP financial measure. Please refer to the "Use of Non-GAAP Financial Measures" at the end of this presentation for more information regarding the definition of adjusted EBITDA, including the adjustments from the applicable GAAP information.
Note 4: Adjusted EPS is a non-GAAP financial measure. Please refer to the "Use of Non-GAAP Financial Measures" at the end of this presentation for more information regarding the definition of adjusted EPS, including the adjustments from the applicable GAAP information. GAAP net income was $40.2 million in 3Q 2015 and GAAP net income was $37.1 million in 3Q 2014.
Note 5: Represents the ratio of consolidated funded debt less qualified cash to EBITDA in accordance with the Company's senior secured credit facility, which is a non-GAAP financial measure. For a calculation of this ratio as of September 30, 2014 and September 30, 2015 and our use of this non-GAAP financial measure, please refer to "Use of Non-GAAP Financial Measures" at the end of this presentation.

3Q 2015 – North America Performance Summary

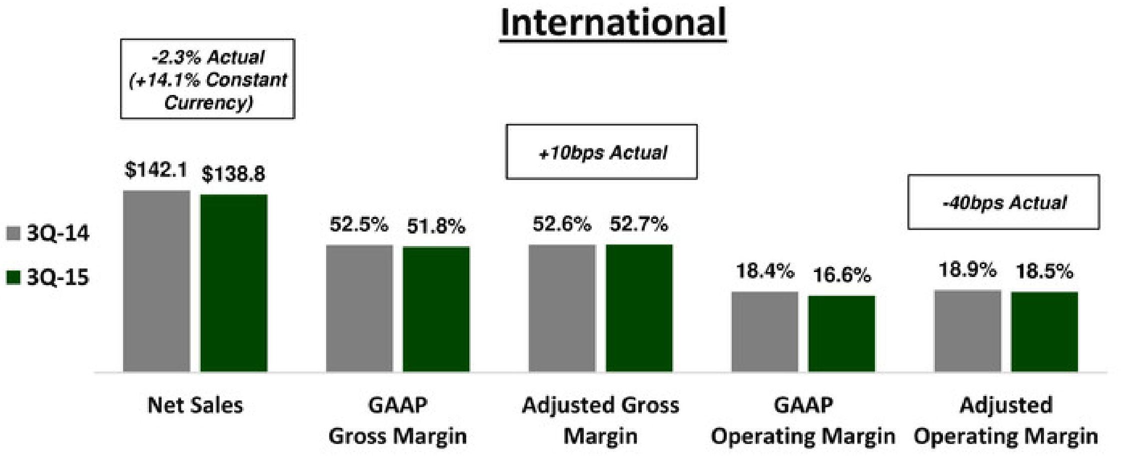
- **North America net sales increased 8.2% (+9.8% constant currency[1])**
  - U.S. net sales +9.6%, Canada net sales -6.8% (+12.1% constant currency)
  - Bedding products net sales increased 7.0%, driven by a 4% unit increase
- **Adjusted gross margin[2] improved 310bps to 39.1%**
- **Adjusted operating margin[2] increased 260bps to 16.4%**



Note 1: For information on the methodology used to present constant currency basis please refer to "Constant Currency Information" at the end of this presentation.
Note 2: Adjusted gross margin and adjusted operating margin are non-GAAP financial measures. Please refer to the "Use of Non-GAAP Financial Measures" at the end of this presentation for more information regarding the definition of adjusted gross margin and adjusted operating margin, including the adjustments from the applicable GAAP information.

3Q 2015 – International Performance Summary

- **International net sales decreased 2.3% to $138.8 million (+14.1% constant currency[1])**
  - Constant currency sales growth across all regions
  - Bedding product net sales increased 0.6% (+18% constant currency, driven by a +26% unit increase)
- **Adjusted gross margin[2] increased slightly to 52.7% from 52.6%**
- **Adjusted operating margin[2] declined slightly to 18.5% from 18.9%**



Note 1: For information on the methodology used to present constant currency basis please refer to "Constant Currency Information" at the end of this presentation.
Note 2: Adjusted gross margin and adjusted operating margin are non-GAAP financial measures. Please refer to the "Use of Non-GAAP Financial Measures" at the end of this presentation for more information regarding the definition of adjusted gross margin and adjusted operating margin, including the adjustments from the applicable GAAP information.

3Q 2015 – GAAP Net Income to Adjusted Net Income Bridge

The third quarter 2015 had a number of adjustments to the reported GAAP numbers. Below is a bridge from GAAP net income to adjusted net income. These after tax adjustments are also detailed on slide 11.

- The German legal settlement accounted for $17.6 million
- Non-cash interest expense and financing costs of $8.3 million related to the Company's senior notes offering
- Integration costs of $4.2 million related to the transitioning of manufacturing facilities, and other costs related to the continued alignment of the North America business segment related to the Sealy Acquisition
- Executive management transition and retention compensation of $3.9 million related to the transition of certain executive officers
- Initial phase of streamlining costs of $1.7 million related to corporate headcount reductions, as well as certain store closures
- Other income of approximately $6.6 million related to cash received from a partial settlement of a legal dispute with certain suppliers

Appendix

Use of Non-GAAP Financial Measures

In this investor presentation and certain of its press releases and SEC filings, the Company provides information regarding adjusted EPS, adjusted gross profit, adjusted gross margin, adjusted operating income (expense), adjusted operating margin, EBITDA, EBITDA in accordance with the Company's senior secured credit facility, adjusted EBITDA, consolidated funded debt and consolidated funded debt less qualified cash, which are not recognized terms under GAAP and do not purport to be alternatives to net income and earnings per share as a measure of operating performance or total debt. Because not all companies use identical calculations, these presentations may not be comparable to other similarly titled measures of other companies.

Adjusted Net Income and Adjusted EPS
A reconciliation of GAAP net income to adjusted net income and GAAP EPS to adjusted EPS is provided on slide 11. Management believes that the use of these non-GAAP financial measures provides investors with additional useful information with respect to the impact of various integration costs associated with the acquisition of Sealy Corporation ("Sealy") and its historical subsidiaries (the "Sealy Acquisition"), including the transition of manufacturing facilities in North America, redemption value adjustments to the carrying value of the Company's redeemable non-controlling interest, executive management transition and related retention compensation, certain restructuring costs, interest expense and financing costs related to the accelerated amortization of deferred financing costs associated with voluntary prepayments of the Company's term loans, legal fees and the settlement the Company will pay to the German Federal Cartel Office ("FCO") to fully resolve the FCO's antitrust investigation, and other non-recurring items, including income from the partial settlement of a legal dispute.

EBITDA and Adjusted EBITDA
A reconciliation of the Company's GAAP net income to EBITDA and adjusted EBITDA are provided on slides 12-14. Management believes that the use of EBITDA and adjusted EBITDA also provides investors with useful information with respect to the Company's performance excluding the impact of various integration costs associated with the Sealy Acquisition, including the transition of manufacturing facilities in North America, additional costs related to the Company's 2015 Annual Meeting and related issues, the executive management transition and related retention compensation, certain restructuring costs, interest expense and financing costs related to the accelerated amortization of deferred financing costs associated with voluntary prepayments of the Company's term loans, legal fees and the settlement the Company will pay to the FCO to fully resolve the FCO's antitrust investigation, and other non-recurring items, including income from the partial settlement of a legal dispute.

EBITDA in accordance with the Company's senior secured credit facility, Funded debt and Funded debt less qualified cash
A reconciliation of the Company's GAAP net income to EBITDA in accordance with the Company's senior secured credit facility (which the Company may refer to as "EBITDA for covenant compliance purposes") and a reconciliation of total debt to consolidated funded debt and consolidated funded debt less qualified cash are provided on slide 15. In addition, a calculation of the ratio of consolidated funded debt less qualified cash to EBITDA determined in accordance with the Company's senior secured credit facility is provided below. Management believes that presenting these non-GAAP measures provides investors with useful information with respect to the terms of the Company's senior secured credit facility and the Company's compliance with key financial covenants.

In addition to providing the ratio calculation in accordance with the Company's senior secured credit facility as described above, the Company also provides on slide 16 a calculation of the ratio of consolidated funded debt less qualified cash to Adjusted EBITDA. Although not relevant for purposes of assessing compliance with the Company's current financial covenants, the Company provides this as supplemental information to investors to provide more general information about the Company's progress in reducing its leverage.

For more information regarding adjusted EPS, adjusted EBITDA and other terms used in the Company's senior secured facility, please refer to the Company's SEC filings.

Adjusted Gross Margin and Adjusted Operating Margin
A reconciliation of GAAP gross profit and gross margin to adjusted gross profit and gross margin, respectively, and GAAP operating income (loss) and operating margin to adjusted operating income (loss) and operating margin, respectively, is provided on slides 17-18. Management believes that the use of these non-GAAP financial measures provides investors with additional useful information with respect to the Company's gross profit, operating income and margin performance excluding the impact of various integration costs associated with the Sealy Acquisition, including the transition of manufacturing facilities in North America, the executive management transition and related retention compensation, certain restructuring costs and legal fees associated with the settlement the Company will pay to the FCO to fully resolve the FCO's antitrust investigation.

3Q 2015 Adjusted EPS Reconciliation

(in millions, except per share amounts)	Three Months Ended September 30, 2015		Three Months Ended September 30, 2014	
GAAP net income	$	40.2	$	37.1
Plus:				
German legal settlement (1)		17.6		—
Interest expense and financing costs, net of tax (2)		8.3		2.7
Other income, net of tax (3)		(6.6)		—
Integration costs, net of tax (4)		4.2		7.6
Executive management transition and retention compensation, net of tax (5)		3.9		—
Restructuring costs, net of tax (6)		1.7		—
Redemption value adjustment on redeemable non-controlling interest, net of tax (7)		0.2		—
Loss on disposal of business, net of tax (8)		—		2.0
Adjustment of income taxes to normalized rate (9)		0.4		5.4
Adjusted net income	$	69.9	$	54.8
GAAP earnings per share, diluted	$	0.64	$	0.60
German legal settlement (1)		0.28		—
Interest expense and financing costs, net of tax (2)		0.13		0.04
Other income, net of tax (3)		(0.10)		—
Integration costs, net of tax (4)		0.07		0.12
Executive management transition and retention compensation, net of tax (5)		0.06		—
Restructuring costs, net of tax (6)		0.03		—
Loss on disposal of business, net of tax (8)		—		0.03
Adjustment of income taxes to normalized rate (9)		—		0.09
Adjusted earnings per share, diluted	$	1.11	$	0.88
Diluted shares outstanding		62.9		62.1

(1) German legal settlement represents the previously announced €15.5 million settlement the Company will pay to the FCO to fully resolve the FCO's antitrust investigation and related legal fees.
(2) Interest expense and financing costs in the third quarter of 2015 represents non-cash interest costs related to the accelerated amortization of deferred financing costs associated with the $493.8 million voluntary prepayment of the Company's term loans, subsequent to the issuance by the Company of $450 million aggregate principal amount of 5.625% senior notes due 2023. Interest expense and financing costs in the third quarter of 2014 represents costs related to the accelerated amortization of deferred financing costs associated with a voluntary prepayment of the Company's term loans. Excluding the tax effect, the interest expense and financing costs are $12.0 million and $3.6 million, for the third quarter of 2015 and 2014, respectively.
(3) Other income includes income from a partial settlement of a legal dispute in the third quarter of 2015. Excluding the tax effect, other income is $9.5 million.
(4) Integration costs represents costs, including legal fees, professional fees, compensation costs and other charges related to the transition of manufacturing facilities, and other costs related to the continued alignment of the North America business segment related to the Sealy Acquisition. Excluding the tax effect, the integration costs are $6.1 million and $10.5 million for the third quarter of 2015 and 2014, respectively.
(5) Executive management transition and retention compensation represents certain costs associated with the transition of certain of the Company's executive officers. Excluding the tax effect, the executive management transition and retention compensation cost is $5.2 million.
(6) Restructuring costs represents costs associated with headcount reduction and store closures. Excluding the tax effect, the restructuring costs are $2.4 million.
(7) Redemption value adjustment on redeemable non-controlling interest represents a $0.2 million adjustment, net of tax, to adjust the carrying value of the redeemable non-controlling interest as of September 30, 2015 to its redemption value. Excluding the tax effect, the redemption value adjustment on redeemable non-controlling interest is $0.3 million.
(8) Loss on disposal of business represents costs associated with the disposition of the three Sealy U.S. innerspring component production facilities and related equipment. Excluding the tax effect, the loss on disposal of business is $2.8 million.
(9) Adjustment of income taxes to normalized rate represents adjustments associated with the aforementioned items and other discrete income tax events.

3Q Adjusted EBITDA Reconciliation

(in millions)		Three Months Ended September 30, 2015		Three Months Ended September 30, 2014
GAAP net income	$	40.2	$	37.1
Interest expense		33.2		25.3
Income taxes		25.0		22.4
Depreciation & amortization		23.0		21.4
EBITDA	$	121.4	$	106.2
Adjustments for financial covenant purposes:				
Other income (1)		(9.5)		—
Integration costs (2)		6.1		10.5
Restructuring costs (3)		2.2		—
Loss on disposal of business (4)		—		2.8
Redemption value adjustment on redeemable non-controlling interest, net of tax (5)		0.2		—
EBITDA in accordance with the Company's senior secured credit facility	$	120.4	$	119.5
Additional adjustments:				
German legal settlement (6)		17.6		—
Executive transition and retention compensation (7)		4.3		—
Adjusted EBITDA	$	142.3	$	119.5

(1) Other income includes income from a partial settlement of a legal dispute.
(2) Integration costs represents costs, including legal fees, professional fees, compensation costs and other charges related to the transition of manufacturing facilities, and other costs related to the continued alignment of the North America business segment related to the Sealy Acquisition.
(3) Restructuring costs represents costs associated with headcount reduction and store closures.
(4) Loss on disposal of business represents costs associated with the disposition of the three Sealy U.S. innerspring component production facilities and related equipment.
(5) Redemption value adjustment on redeemable non-controlling interest represents a $0.2 million adjustment, net of tax, to adjust the carrying value of the redeemable non-controlling interest as of September 30, 2015 to its redemption value.
(6) German legal settlement represents the previously announced €15.5 million settlement the Company will pay to the FCO to fully resolve the FCO's antitrust investigation and related legal fees.
(7) Executive management transition and retention compensation represents certain costs associated with the transition of certain of the Company's executive officers.

Twelve Months Ended September 30, 2015 Adjusted EBITDA Reconciliation

(in millions)		Twelve Months Ended September 30, 2015
Net income	$	131.4
Interest expense		95.5
Income taxes		64.8
Depreciation & amortization		94.1
EBITDA	$	385.8
Adjustments for financial covenant purposes:		
Integration costs (1)		42.9
Other (2)		(23.0)
Restructuring (3)		2.2
Financing costs (4)		1.0
Redemption value adjustment on redeemable non-controlling interest, net of tax (5)		1.1
EBITDA in accordance with the Company's senior secured credit facility	$	410.0
Additional adjustments:		
German legal settlement (6)		17.6
Executive transition and retention compensation (7)		7.3
2015 Annual Meeting costs (8)		4.2
Adjusted EBITDA	$	439.1

(1) Integration costs represents costs, including legal fees, professional fees, compensation costs and other charges related to the transition of manufacturing facilities, and other costs related to the continued alignment of the North America business segment related to the Sealy Acquisition.
(2) Other represents income from certain other non-recurring items, including $25.1 million of income from a partial settlement of a legal dispute, offset by $2.1 million of additional costs related to the Company's 2015 Annual Meeting and related issues.
(3) Restructuring costs represents costs associated with headcount reduction and store closures.
(4) Financing costs represent costs incurred in connection with the amendment of the Company's senior secured credit facility.
(5) Redemption value adjustment on redeemable non-controlling interest represents a $1.1 million adjustment, net of tax, to adjust the carrying value of the redeemable non-controlling interest as of September 30, 2015 to its redemption value.
(6) German legal settlement represents the previously announced €15.5 million settlement the Company will pay to the FCO to fully resolve the FCO's antitrust investigation and related legal fees.
(7) Executive management transition and retention compensation represents certain costs associated with the transition of certain of the Company's executive officers.
(8) 2015 Annual Meeting costs represent additional costs related to the Company's 2015 Annual Meeting and related issues.

Twelve Months Ended September 30, 2014 Adjusted EBITDA Reconciliation

(in millions)		Twelve Months Ended September 30, 2014
Net income	$	89.8
Interest expense		93.1
Income taxes		65.9
Depreciation & amortization		92.0
EBITDA	$	340.8
Adjustments for financial covenant purposes:		
Loss on disposal of business (1)		23.2
Transaction costs (2)		0.3
Integration costs (2)		28.5
Adjusted EBITDA	$	392.8

(1) Loss on disposal of business represents costs associated with the disposition of the three U.S. innerspring component production facilities and related equipment.
(2) Transaction and integration represents costs, including legal fees, professional fees and other charges to align the businesses related to the Sealy acquisition.
Note: Adjusted EBITDA in the reconciliation above is the same as EBITDA in accordance with the Company's senior secured credit facility.

Debt Reconciliation and Leverage Ratio Calculation

Reconciliation of Total Debt to Consolidated Funded Debt Less Qualified Cash

(in millions)	As of September 30, 2015	As of September 30, 2014
Total debt	$ 1,486.3	$ 1,646.8
Plus:		
Letters of credit outstanding	19.8	17.1
Consolidated funded debt	$ 1,506.1	$ 1,663.9
Less:		
Domestic qualified cash [1]	40.0	41.0
Foreign qualified cash [1]	19.1	24.5
Consolidated funded debt less qualified cash	$ 1,447.0	$ 1,598.4

(1) Qualified cash as defined in the credit agreement equals 100.0% of unrestricted domestic cash plus 60.0% of unrestricted foreign cash. For purposes of calculating leverage ratios, qualified cash is capped at $150.0 million.

Calculation of consolidated funded debt less qualified cash to EBITDA in accordance with the Company's senior secured credit facility

($ in millions)	As of September 30, 2015	As of September 30, 2014
Consolidated funded debt less qualified cash	$ 1,447.0	$ 1,598.4
EBITDA in accordance with the Company's senior secured credit facility	410.0	392.8
	3.53 times [1]	4.1 times [1]

(1) The ratio of consolidated funded debt less qualified cash to EBITDA in accordance with the Company's senior secured credit facility was 3.53 times, within the Company's financial covenant under its senior secured credit facility, which requires this ratio be less than 4.75 times at September 30, 2015.

Leverage Ratio Calculation

Calculation of consolidated funded debt less qualified cash to adjusted EBITDA

($ in millions)	As of September 30, 2015	As of September 30, 2014
Consolidated funded debt less qualified cash	$ 1,447.0	$ 1,598.4
Adjusted EBITDA	439.1	392.8
	3.30 times	4.1 times

3Q 2015 Adjusted Gross And Operating Margin Reconciliation

(in millions, except percentages)	3Q 2015 Consolidated	Margin	North America (1)	Margin	International (2)	Margin	Corporate (3)
Net sales	$ 880.0		$ 741.2		$ 138.8		—
Gross profit	359.6	40.9%	287.7	38.8%	71.9	51.8%	—
Adjustments	3.5		2.2		1.3		—
Adjusted gross profit	363.1	41.3%	289.9	39.1%	73.2	52.7%	—
Operating income (expense)	110.9	12.6%	118.4	16.0%	23.0	16.6%	(30.5)
Adjustments	13.1		3.0		2.7		7.4
Adjusted operating income (expense)	$ 124.0	14.1%	$ 121.4	16.4%	$ 25.7	18.5%	$ (23.1)

(1) Adjustments for the North America business segment represent integration costs, which include compensation costs, professional fees and other charges related to the transition of manufacturing facilities and distribution network, and other costs to support the continued alignment of the North America business segment related to the Sealy Acquisition, as well as executive management retention compensation incurred in connection with executive management transition.

(2) Adjustments for the International business segment represent integration costs incurred in connection with the introduction of Sealy products in certain international markets, certain restructuring costs as well as executive management retention compensation incurred in connection with executive management transition.

(3) Adjustments for Corporate represent integration costs which include legal fees, professional fees and other charges to align the business related to the Sealy Acquisition, certain restructuring costs as well as executive management transition expense and related retention compensation.

3Q 2014 Adjusted Gross And Operating Margin Reconciliation

(in millions, except percentages)	3Q 2014 Consolidated	Margin	North America (1)	Margin	International (2)	Margin	Corporate (3)
Net sales	$ 827.4		$ 685.3		$ 142.1		—
Gross profit	318.5	38.5%	243.9	35.6%	74.6	52.5%	—
Adjustments	2.6		2.5		0.1		—
Adjusted gross profit	321.1	38.8%	246.4	36.0%	74.7	52.6%	—
Operating income (expense)	87.1	10.5%	86.4	12.6%	26.1	18.4%	(25.4)
Adjustments	10.9		8.3		0.8		1.8
Adjusted operating income (expense)	$ 98.0	11.8%	$ 94.7	13.8%	$ 26.9	18.9%	$ (23.6)

(1) Adjustments for the North America business segment represent integration costs, which include severance and benefits costs, professional fees and other charges related to the transition of manufacturing facilities and distribution network, and other costs to support the continued alignment of the North America business segment related to the Sealy Acquisition.
(2) Adjustments for the International business segment represent integration costs incurred in connection with the introduction of Sealy products in certain international markets.
(3) Adjustments for Corporate represent integration costs which include legal fees, professional fees and other charges to align the business related to the Sealy Acquisition as well as financing costs incurred in connection with the amendment of the Company's senior secured credit facility in the third quarter of 2014.

Constant Currency Information

In this investor presentation the Company refers to, and in other press releases and other communications with investors the Company may refer to, net sales or earnings or other historical financial information on a "constant currency basis", which is a non-GAAP financial measure. These references to constant currency basis do not include operational impacts that could result from fluctuations in foreign currency rates. To provide information on a constant currency basis, the applicable financial results are adjusted based on a simple mathematical model that translates current period results in local currency using the comparable prior year period's currency conversion rate. This approach is used for countries where the functional currency is the local country currency. This information is provided so that certain financial results can be viewed without the impact of fluctuations in foreign currency rates, thereby facilitating period-to-period comparisons of business performance.

TEMPUR + SEALY

TEMPUR SEALY NAMES RICHARD W. NEU AS DIRECTOR

LEXINGTON, KY, OCTOBER 29, 2015 - Tempur Sealy International, Inc. (NYSE: TPX) today announced that its Board of Directors has voted to elect Richard W. Neu to the Board of Directors.

Mr. Neu's professional career has spanned over 35 years. For the last 11 years Mr. Neu has served in a variety of Board roles. Mr. Neu currently serves on the board of directors, as chair of the audit committee and as a member of the executive, community development and trust committees of Huntington Bancshares Incorporated. Until the sale of the company in 2012, he was the lead director and a member of the audit committee and governance committee of Dollar Thrifty Automotive Group, Inc., having served as the chairman of the Dollar Thrifty board of directors from 2010 through 2011. Mr. Neu also served as a director of MCG Capital Corporation from 2007 until its sale in 2015, and during this period served as chairman of the board from 2009 to 2015 and as Chief Executive Officer from November 2011 to November 2012. Mr. Neu served from 1985 to 2004 as Chief Financial Officer of Charter One Financial, Inc., a major regional bank holding company, and a predecessor firm, and as a director of Charter One Financial, Inc. from 1992 to August 2004. Mr. Neu previously worked for KPMG. Mr. Neu received a B.B.A. from Eastern Michigan University with a major in accounting.

"I am pleased to welcome Rick Neu to our Board of Directors. He is a proven business leader, and his public company board experience, along with his proven success as an officer of public companies, demonstrates his leadership capability and extensive knowledge of complex financial and operational issues. I am confident Rick Neu will make substantial contributions to our Company as one of our three new independent outside directors added to the Board this year," stated Scott L. Thompson, Chairman and CEO.

Mr. Neu said, "I am honored to join the Board of Directors of Tempur Sealy, an iconic globally-recognized company with best-in-class products, brands and employees. I look forward to collaborating with my fellow directors, Scott Thompson and the rest of the management team to generate value for all of the Company's stockholders."

ABOUT TEMPUR SEALY

Tempur Sealy International, Inc. (NYSE: TPX) is the world's largest bedding provider. Tempur Sealy International develops, manufactures and markets mattresses, foundations, pillows and other products. The Company's brand portfolio includes many highly recognized brands, including Tempur®, Tempur-Pedic®, Sealy®, Sealy Posturepedic®, and Stearns & Foster®. World headquarters for Tempur Sealy International is in Lexington, KY. For more information, visit www.tempursealy.com or call 800-805-3635.