
**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): March 12, 2013

Tempur-Pedic International Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-31922
(Commission
File Number)

33-1022198
(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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.**Supplemental Indenture for 6.875% Senior Notes due 2020**

On March 18, 2013, Tempur-Pedic International Inc. (the “Company”), Sealy Corporation (“Sealy”), certain domestic subsidiaries of Sealy, and The Bank of New York Mellon Trust Company, N.A., as Trustee, entered into a Supplemental Indenture for the Company’s 6.875% Senior Notes due 2020 (the “6.875% Notes”) issued in December 2012 to finance the acquisition of Sealy. Pursuant to the Supplemental Indenture for the 6.875% Notes, Sealy and certain of its domestic subsidiaries agreed to guarantee the Company’s obligations under the 6.875% Notes and the indenture governing the 6.875% Notes in connection with the closing of the Merger (as defined and discussed in Item 2.01 below). A copy of the Supplemental Indenture for the 6.875% Notes is attached hereto as Exhibit 4.1 and is incorporated by reference in this Item 1.01.

Second Supplemental Indenture and Third Supplemental Indenture for 8% Senior Secured Third Lien Convertible Notes due 2016 of Sealy Corporation

On March 18, 2013, Sealy Mattress Company, Sealy, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee and Collateral Agent, entered into a Second Supplemental Indenture and a Third Supplemental Indenture with respect to 8% Senior Secured Third Lien Convertible Notes due 2016 (the “Sealy Convertible Notes”).

Pursuant to the terms of the Second Supplemental Indenture for the Sealy Convertible Notes, all material negative covenants (apart from the lien covenant and related collateral requirements) have been eliminated from the Supplemental Indenture governing the Sealy Convertible Notes, as well as certain events of default and certain other provisions. As a result, going forward the holders of the Sealy Convertible Notes are only entitled to the benefit of a limited number of covenants and events of defaults. The covenants deleted include: Sections 5.04 (Corporate Existence), 5.05 (Payment of Taxes), 5.06 (Maintenance of Properties), 5.07 (Insurance), 5.08(b) (Statement by Officers as to Default), 5.09 (Reports and other Information), 5.10 (Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock), 5.12 (Limitations on Transactions with Affiliates), 5.13 (Limitations on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries) and 5.14 (Limitation on Guarantees of Indebtedness by Restricted Subsidiaries) and certain provisions in Section 8.01 limiting Sealy’s ability to enter into additional mergers. As a result of the deletion of these covenants and the deletion of certain events of default, the holders of the Sealy Convertible Notes will have the benefit of very limited covenants, and Sealy and its guarantor subsidiaries will have no restrictions under the indenture regarding their ability to enter into a wide variety of transactions, including the incurrence of additional debt, payment of cash dividends or other cash distributions to the Company, or their ability to enter into transactions with the Company or other affiliates on terms that may be materially adverse to the holders of the Sealy Convertible Notes. In addition, holders of the Sealy Convertible Notes will no longer have any right to receive ongoing financial reporting under the indenture regarding Sealy and the guarantor subsidiaries. In addition, the Company and its non-Sealy subsidiaries will not provide any guarantees of any obligations with respect to the Sealy Convertible Notes.

Sealy also expects that the Sealy Convertible Notes will be delisted from the New York Stock Exchange (the “NYSE”) shortly after the merger closing and that the registration of the Sealy Convertible Notes under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), will be terminated shortly after closing of the merger. KKR and its affiliates have agreed to convert approximately \$123.5 million in Accreted Principal Amount of Sealy Convertible Notes immediately after the closing of the merger, representing approximately 54% of the outstanding Sealy Convertible Notes. All of the foregoing could have a material adverse impact on the trading market and liquidity of the Sealy Convertible Notes.

Pursuant to the terms of the Third Supplemental Indenture for the Sealy Convertible Notes, the Sealy Convertible Notes are now convertible only into cash, in an amount that adjusts during the Make-Whole Period (as defined under the Supplemental Indenture governing the Sealy Convertible Notes), and then becomes fixed thereafter. The Make-Whole Period effectively expires on April 12, 2013. Holders of Sealy Convertible Notes who convert on March 19, 2013 will receive approximately \$2,325.43 per \$1,000 Accreted Principal Amount of Sealy Convertible Notes being converted. The amount that a holder will receive upon conversion will decline slightly every day during the Make-Whole Period, and holders of Sealy Convertible Notes who convert after April 12, 2013 will receive only \$2,200 per \$1,000 Accreted Principal Amount of Sealy Convertible Notes being converted.

Copies of the Second Supplemental Indenture and Third Supplemental Indenture for the Sealy Convertible Notes are attached hereto as Exhibit 4.4 and 4.5, respectively, and are incorporated by reference in this Item 1.01.

Item 1.02 Termination of a Material Definitive Agreement.

On March 18, 2013, in connection with the merger, the Company satisfied in full all loans and other obligations under, and terminated, the Amended and Restated Credit Agreement dated as of June 28, 2011 (as amended) among Tempur-Pedic Management, Inc. (now known as Tempur-Pedic Management, LLC), Dan-Foam APS and the other borrowers thereto, the Company, Tempur World LLC and the other guarantors thereto, the lenders party thereto, Bank of America, N.A., as Domestic Administrative Agent and Domestic Collateral Agent, and Nordea Bank Danmark A/S, as Foreign Administrative Agent and Foreign Collateral Agent. The description of the Credit Agreement included in the Company’s reports filed with the Securities and Exchange Commission is incorporated by reference herein. The Company did not incur any material early termination penalties as a result of the termination.

Item 2.01 Completion of Acquisition or Disposition of Assets.

As previously announced on September 27, 2012, the Company and Silver Lightning Merger Company, a newly formed wholly-owned subsidiary of the Company (“Sub”), entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Sealy. On March 18, 2013, the transaction closed, with Sub being merged with and into Sealy with Sealy continuing as the surviving company and wholly-owned subsidiary of the Company (the “Merger”).

Pursuant to terms of the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each share of common stock of Sealy issued and outstanding immediately prior to the Effective Time was cancelled and converted into the right to receive \$2.20 in cash, without interest (the “Merger Consideration”), except as noted below. Pursuant to the terms of the Merger Agreement, at the effective time (the “Effective Time”):

- Each share of common stock of Sealy (other than shares of treasury stock, shares owned by Sealy and shares with respect to which appraisal rights are properly exercised and not withdrawn), issued and outstanding immediately prior to the Effective Time was converted into the right to receive a cash amount of \$2.20 per share, without interest;
- Each option to purchase shares of common stock of Sealy, whether or not vested (each a “Sealy Stock Right”), was cancelled and converted into the right to receive a cash payment (less any applicable withholding) equal to the product obtained by multiplying (x) the total number of shares of Sealy common stock subject to such Sealy Stock Rights or to which such rights relate immediately prior to the Effective Time by (y) the excess, if any, of \$2.20 over the per share exercise price of such Sealy Stock Right;

- Each equity share unit issued, whether or not earned and vested in full (each a “Sealy Share Unit”), was deemed earned and vested in full and each grantee of a Sealy Share Unit will be paid, at or promptly after the Effective Time, an amount in cash equal to \$2.20 (less any applicable withholding); and
- Each restricted stock unit issued (each a “Sealy RSU”), to the extent not previously earned and vested, was (A) with respect to Sealy RSUs subject to time-based vesting, deemed earned and vested in full and (B) with respect to Sealy RSUs subject to performance-based vesting, was deemed earned and vested as if the applicable target performance goals had been met, and, in each case, each grantee of a Sealy RSU will be paid, at or promptly after the Effective Time, an amount in cash equal to \$2.20 (less any applicable withholding).

The information included in Item 1.01 of the Company’s Form 8-K filed on September 27, 2012 is incorporated in this Item 2.10 by reference.

Item 3.02 Unregistered Sales of Equity Securities.

On March 12, 2013, in connection with the Merger and to facilitate an internal reorganization of the ownership of various subsidiaries, the Company issued 9,701,479 shares of common stock, par value \$0.01 per share, from its treasury account to Tempur Holdings B.V., a wholly owned subsidiary of the Company, for \$45.97 per share for an aggregate purchase price of \$445,976,989. There were no underwriting discounts or commissions. Because the shares issued in the internal reorganization will be owned by a wholly owned subsidiary of the Company, there will be no change to the Company’s fully diluted share count.

In connection with the issuance, the Company relied on Section 4(2) of the Securities Act of 1933, as amended, as the exemption from registration of the securities. No advertising or general solicitation was employed in offering the securities and the securities were issued to a wholly-owned subsidiary.

Item 7.01. Regulation FD Disclosure.

On March 18, 2013, the Company and Sealy issued a joint press release announcing that they had closed the Merger and related financings to fund the consideration and expenses related to the Merger. The information provided in this Item 7.01 of this Current Report on Form 8-K and in the attached Exhibit 99.1 shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

On March 18, 2013, the Company made available investor presentation materials to be used from time to time in investor presentations. A copy of the Company’s investor presentation materials is attached as Exhibit 99.2 and is being furnished to the SEC and shall not be deemed “filed” for any purpose.

On March 18, 2013, the Board of Directors of the Company approved an amendment to its Amended and Restated Certificate of Incorporation to change its corporate name to Tempur Sealy International, Inc. This amendment will be submitted to the Company’s stockholders for approval at its 2013 annual meeting of stockholders.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The Audited Consolidated Financial Statements for the years ended December 2, 2012 and November 27, 2011 of Sealy will be filed by amendment within 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed with respect to this Item.

(b) Pro Forma Financial Information

The pro forma financial statements required by Item 9.01(b) of Form 8-K will be filed by amendment within 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed with respect to this Item.

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
4.1	Supplemental Indenture, dated as of March 18, 2013, among Tempur-Pedic International Inc., the additional Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee.
4.2	Indenture, dated as of July 10, 2009, by and among Sealy Mattress Company, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee, with respect to Guaranteed Debt Securities (incorporated herein by reference to Exhibit 4.1 to Sealy Mattress Company's filing on Form 8-K (File No. 333-117081) filed July 16, 2009).
4.3	Supplemental Indenture, dated as of July 10, 2009, by and among Sealy Mattress Company, Sealy Corporation, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee and Collateral Agent, with respect to 8% Senior Secured Third Lien Convertible Notes due 2016 (incorporated herein by reference to Exhibit 4.2 to Sealy Mattress Company's filing on Form 8-K (File No. 333-117081) filed July 16, 2009).
4.4	Second Supplemental Indenture, dated as of March 18, 2013, by and among Sealy Mattress Company, Sealy Corporation, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee and Collateral Agent, with respect to 8% Senior Secured Third Lien Convertible Notes due 2016.
4.5	Third Supplemental Indenture, dated as of March 18, 2013, by and among Sealy Mattress Company, Sealy Corporation, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee and Collateral Agent, with respect to 8% Senior Secured Third Lien Convertible Notes due 2016.
99.1	Joint Press Release, dated March 18, 2013, of Tempur-Pedic International Inc. and Sealy Corporation.
99.2	Investor Presentation of Tempur-Pedic International Inc. dated March 18, 2013.

SIGNATURE

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.

Tempur-Pedic International Inc.

Date: March 18, 2013

/s/ Dale E. Williams

Name: Dale E. Williams

Title: Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

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4.5	Third Supplemental Indenture, dated as of March 18, 2013, by and among Sealy Mattress Company, Sealy Corporation, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee and Collateral Agent, with respect to 8% Senior Secured Third Lien Convertible Notes due 2016.
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SUPPLEMENTAL INDENTURE

dated as of March 18, 2013

among

TEMPUR-PEDIC INTERNATIONAL INC.,

The Guarantors Party Hereto

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

6.875% Senior Notes due 2020

THIS SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), entered into as of March 18, 2013, among TEMPUR-PEDIC INTERNATIONAL INC., a Delaware corporation (the “**Company**”), the Guarantors listed on the signature pages hereto (each an “**Undersigned**” or a “**Guarantor**”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as trustee (the “**Trustee**”).

RECITALS

WHEREAS, the Company, the Guarantors party thereto and the Trustee entered into an Indenture, dated as of December 19, 2012 (the “**Indenture**”), relating to the Company’s 6.875% Senior Notes due 2020 (the “**Notes**”);

WHEREAS, as a condition to the Trustee entering into the Indenture and the purchase of the Notes by the Holders, the Company agreed pursuant to the Indenture to cause any Domestic Restricted Subsidiary that guarantees or becomes an obligor under the Company’s Credit Agreement following the Escrow Release Date to provide Note Guaranties.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Supplemental Indenture hereby agree as follows:

Section 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

Section 2. Each Undersigned, by its execution of this Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Guarantors, including, but not limited to, Article 10 thereof.

Section 3. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 4. This Supplemental Indenture may be signed in various counterparts which together will constitute one and the same instrument.

Section 5. This Supplemental Indenture is an amendment supplemental to the Indenture, and the Indenture and this Supplemental Indenture will henceforth be read together.

Section 6. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the Guarantees provided by the Guarantors party to this Supplemental Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

COMPANY

TEMPUR-PEDIC INTERNATIONAL INC., as Issuer

By: /s/ William H. Poche

Name: William H. Poche

Title: Treasurer

[Signature Page to Supplemental Indenture]

TRUSTEE

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as
Trustee

By: /s/ Linda Garcia

Name: Linda Garcia

Title: Vice President

[Signature Page to Supplemental Indenture]

GUARANTORS

Sealy Corporation
Sealy Mattress Corporation
Sealy Mattress Company
Sealy Mattress Company of Puerto Rico
Ohio-Sealy Mattress Manufacturing Co. Inc.
Ohio-Sealy Mattress Manufacturing Co.
Sealy Mattress Company of Kansas City, Inc.
Sealy Mattress Company of Memphis
Sealy Mattress Company of Illinois
A. Brandwein & Co.
Sealy Mattress Company of Albany, Inc.
Sealy of Maryland and Virginia, Inc.
Sealy of Minnesota, Inc.
North American Bedding Company
Sealy, Inc.
Mattress Holdings International, LLC
The Ohio Mattress Company Licensing and Components Group
Sealy Mattress Manufacturing Company, Inc.
Sealy Technology, LLC
Sealy-Korea, Inc.
Sealy Real Estate, Inc.
Sealy Texas Management, Inc.
Sealy Mattress Co. of S.W. Virginia
Western Mattress Company
Advanced Sleep Products
Sealy Components-Pads, Inc.
Sealy Mattress Company of Michigan, Inc.

By: /s/ Dale E. Williams
Name: Dale E. Williams
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Supplemental Indenture]

SEALY MATTRESS COMPANY and SEALY CORPORATION,

as Co-Issuers

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of March 18, 2013

to

Indenture

Dated as of July 10, 2009

8% Senior Secured Third Lien Convertible Notes Due 2016

This SECOND SUPPLEMENTAL INDENTURE (this “**Second Supplemental Indenture**”), dated as of March 18, 2013, is by and among Sealy Mattress Company, an Ohio corporation (the “**Company**”), Sealy Corporation, a Delaware corporation (together with the Company, the “**Co-Issuers**”) and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (the “**Trustee**”). All terms not otherwise defined herein have the respective meanings given to such terms in the Indenture (as defined below).

WHEREAS, the Company, the Guarantors named therein and the Trustee are parties to that certain Indenture, dated as of July 10, 2009, providing for the future issuance of the Company’s Securities from time to time in one or more series, in an unlimited aggregate principal amount (the “**Base Indenture**”), which Base Indenture has been amended and supplemented by that certain Supplemental Indenture, dated as of July 10, 2009 (the “**Supplemental Indenture**”, and collectively with the Base Indenture, the “**Indenture**”), by and among the Co-Issuers, the Guarantors named therein and the Trustee, providing for the issuance of the Co-Issuers’ 8% Senior Secured Third Lien Convertible Notes Due 2016 (the “**Notes**”);

WHEREAS, Section 9.02 of the Supplemental Indenture provides that the Co-Issuers (when authorized by Board Resolutions of their respective Boards of Directors) and the Trustee may amend the Supplemental Indenture and the Notes with the consent of Holders representing not less than a majority in Initial Principal Amount of the Outstanding Notes, by Act of said Holders (the “**Act of Holders**”) consenting to such amendments and directing the Trustee to execute a supplemental indenture to give effect thereto delivered to the Co-Issuers and the Trustee (including, without limitation, consents obtained in connection with a purchase of or tender offer or exchange offer for Notes) (subject to certain exceptions);

WHEREAS, the Co-Issuers desire to enter into, and have requested the Trustee to join with them in entering into, this Second Supplemental Indenture for the purpose of amending the Supplemental Indenture and the Notes in certain respects as permitted by Section 9.02 of the Supplemental Indenture (the “**Proposed Amendments**”);

WHEREAS, the Board of Directors of each Co-Issuer has duly adopted Board Resolutions authorizing the Co-Issuers to execute and deliver this Second Supplemental Indenture; and

WHEREAS, (i) the Co-Issuers have received the Act of Holders with respect to the Proposed Amendments, (ii) the Co-Issuers have delivered or caused to be delivered to the Trustee simultaneously with the execution and delivery of this Second Supplemental Indenture an Officers’ Certificate and an Opinion of Counsel relating to this Second Supplemental Indenture as contemplated by Section 9.03 of the Supplemental Indenture and (iii) the Co-Issuers have satisfied all other conditions required under Article 9 of the Supplemental Indenture to enable the Co-Issuers and the Trustee to enter into this Second Supplemental Indenture.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I
AMENDMENTS TO THE SUPPLEMENTAL INDENTURE AND THE NOTES

Section 1.1 **Addition of Certain Defined Terms.** The following new defined terms shall be added, in alphabetical order, to Section 1.02 (*Definitions*) of the Supplemental Indenture:

- (a) “**Successor Company**” means any Person formed by or surviving any consolidation or merger with a Co-Issuer or to whom either Co-Issuer winds up into or sells, assigns, transfers, leases, conveys or otherwise disposes of all or substantially all of its respective properties or assets in one or more related transactions.
- (b) “**Successor Person**” means any Person formed by or surviving any consolidation or merger with a Guarantor or to whom a Guarantor winds up into or sells, assigns, transfers, leases, conveys or otherwise disposes of all or substantially all of its properties or assets in one or more related transactions.

Section 1.2 **Amendments to the Supplemental Indenture.** The Supplemental Indenture is hereby amended by:

- (a) deleting Sections 5.04 (*Corporate Existence*), 5.05 (*Payment of Taxes*), 5.06 (*Maintenance of Properties*), 5.07 (*Insurance*), 5.08(b) (*Statement by Officers as to Default*), 5.09 (*Reports and other Information*), 5.10 (*Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*), 5.12 (*Limitations on Transactions with Affiliates*), 5.13 (*Limitations on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries*) and 5.14 (*Limitation on Guarantees of Indebtedness by Restricted Subsidiaries*) of the Supplemental Indenture and all references thereto elsewhere in the Supplemental Indenture in their entirety; provided, that references to Section 5.10 contained in the Supplemental Indenture will be retained for purposes of interpreting Section 5.11 (*Limitation on Liens*) of the Supplemental Indenture and the related defined terms, and in relation thereto, the text of Section 5.10 will be retained, but without independent operative effect;
- (b) deleting clauses (d), (e), (f), (g) and (h) of Section 6.01 (*Replacement of Remedies in Base Indenture; Events of Default*) of the Supplemental Indenture and all references thereto elsewhere in the Supplemental Indenture in their entirety;
- (c) deleting Section 6.14 (*Waiver of Stay or Extension Laws*) of the Supplemental Indenture and all references thereto in the Supplemental Indenture in their entirety
- (d) deleting the following clauses of Sections 8.01 (*Replacement of Merger Provisions in Base Indenture; Co-Issuers May Consolidate, Etc., Only on Certain Terms*): (a), (c), (d), (e) and (f), and the following provisions in Section 8.02 (*Guarantors May Consolidate, Etc. Only on Certain Terms*): (a)(i) and (a)(iii), of the Supplemental Indenture and all references thereto elsewhere in the Supplemental Indenture in their entirety; and
- (e) deleting Section 11.03 (*Restricted Subsidiaries*) of the Supplemental Indenture and all references thereto in the Supplemental Indenture in their entirety.

Section 1.3 **Additional Amendments.** Any and all additional provisions of the Indenture are hereby deemed to be amended to reflect the intentions of the amendments provided for in this Article I.

Section 1.4 **Amendments to Notes.** The form of Note attached as Exhibit A to the Supplemental Indenture, and each Note issued thereunder, whether a Global Note, Definitive Note, or otherwise, are hereby amended (or, as necessary, deemed to be amended) to delete all provisions inconsistent with the amendments to the Supplemental Indenture effected by this Second Supplemental Indenture. The amended form of Note is attached hereto as Exhibit A, and the Co-Issuers

and the Trustee are authorized to take all such actions as are reasonably practicable to cause the cancellation and re-issuance of amended Notes in accordance with the provisions of the Supplemental Indenture consistent with this Second Supplemental Indenture.

ARTICLE II MISCELLANEOUS PROVISIONS

Section 2.1 **Supplemental Indenture.** Except as amended hereby, the Supplemental Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Second Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument.

Section 2.2 **Governing Law.** THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 2.3 **Successors.** All agreements of the Co-Issuers in this Second Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Second Supplemental Indenture shall bind its successors.

Section 2.4 **Duplicate Originals.** All parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. It is the express intent of the parties to be bound by the exchange of signatures on this Second Supplemental Indenture via telecopy or other form of electronic transmission.

Section 2.5 **Severability.** In case any one or more of the provisions in this Second Supplemental Indenture or the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.6 **Trustee Disclaimer.** The Trustee accepts the amendments of the Indenture and the Notes effected by this Second Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Co-Issuers, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Second Supplemental Indenture.

Section 2.7 **Effectiveness.** The Proposed Amendments effected by this Second Supplemental Indenture shall take effect on the date hereof, provided that each of the parties hereto shall have executed and delivered this Second Supplemental Indenture.

Section 2.8 **Second Supplemental Indenture Controls.** In the event there is any conflict or inconsistency between the Indenture and this Second Supplemental Indenture, the provisions of this Second Supplemental Indenture shall control.

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IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the day and year written above.

SEALY MATTRESS COMPANY, as Co-Issuer

By: /s/ Michael Q. Murray

Name: Michael Q. Murray

Title: Senior Vice President, General Counsel and Secretary

[Signature Page to Second Supplemental Indenture]

By: /s/ Michael Q. Murray

Name: Michael Q. Murray

Title: Senior Vice President, General Counsel and Secretary

[Signature Page to Second Supplemental Indenture]

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

By: /s/ Linda Garcia

Name: Linda Garcia

Title: Vice President

EXHIBIT A

[FORM OF FACE OF NOTE]

[Global Note Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE CO-ISSUERS OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

8% Senior Secured Third Lien Convertible Note due 2016

CUSIP No.: 812139400

ISIN: US8121394006

SEALY MATTRESS COMPANY, an Ohio corporation and SEALY CORPORATION, a Delaware corporation, jointly and severally, promises to pay on July 15, 2016 to [CEDE & CO.](1), or its registered assigns, the Accreted Principal Amount hereof based on the Initial Principal Amount set forth above [(or such greater or lesser Initial Principal Amount as shall be specified in the "Schedule of Exchanges of Securities" attached hereto)](1), together with the Accretion Amount for the Interest Payment Date falling on July 15, 2016.

Except as specified in the Indenture, this Note shall not bear cash interest. Instead the Accreted Principal Amount of this Note shall be increased on each Interest Payment Date by the Accretion Amount. This Note is convertible into shares of common stock of Sealy Corporation and is subject to repurchase at the option of the Holder hereof in certain circumstances, in each case, as specified on the reverse side of this Note and in the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture (as defined on the reverse hereof) or be valid or obligatory for any purpose.

(1) Use bracketed language only if Global Note.

Dated:

SEALY MATTRESS COMPANY,
as Co-Issuer

By: _____
Name:
Title:

By: _____
Name:
Title:

SEALY CORPORATION,
as Co-Issuer

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF
AUTHENTICATION

This is one of the Notes of the series designated herein referred to in the within-mentioned Indenture

Dated: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By: _____
Authorized Signatory

8% Senior Secured Third Lien Convertible Note due 2016

SEALY MATTRESS COMPANY, an Ohio corporation (the “**Company**”) and SEALY CORPORATION, a Delaware corporation (“**Parent**” and, together with the Company, the “**Co-Issuers**”), jointly and severally issued this Note under an Indenture dated as of July 10, 2009 (herein called the “**Base Indenture**”), as supplemented by the Supplemental Indenture dated as of July 10, 2009 (herein called the “**Supplemental Indenture**” and the Base Indenture, as supplemented by the Supplemental Indenture, the “**Indenture**”), between the Co-Issuers and The Bank of New York Mellon Trust Company, N.A. (herein called the “**Trustee**”), as Trustee, to which reference is hereby made for a statement of the respective rights, obligations, duties and immunities thereunder of the Co-Issuers, the Trustee and the Holders and of the terms upon which the Notes are, and are to be, authorized and delivered. All terms used in this Note that are defined in the Indenture shall have the meaning assigned to them in the Indenture.

1. *Method of Payment*

Holders must surrender Notes to a Paying Agent to collect payment. The Co-Issuers shall make payment in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. The Co-Issuers may make payment by check payable in such money.

2. *Paying Agent, Security Registrar and Conversion Agent*

Initially, the Trustee will act as Paying Agent, Security Registrar and Conversion Agent. The Co-Issuers may appoint and change any Paying Agent, Security Registrar or co-registrar or Conversion Agent upon written notice thereto. Either Co-Issuer or any Subsidiary or Affiliate of any of them may act as Paying Agent, Security Registrar or co-registrar.

3. *Indenture*

The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of all such terms. To the extent permitted by applicable law, in the event of any inconsistency between the terms of this Note and the terms of the Indenture, the terms of the Indenture shall control.

4. *Sinking Fund and Redemption*

The Notes are not subject to the provisions of Articles Eleven or Twelve of the Base Indenture.

5. *Repurchase of Notes at the Option of Holders*

If there shall occur a Fundamental Change at any time prior to the Maturity Date, then each Holder shall have the right, at such Holder’s option, to require the Co-Issuers to repurchase for cash any or all of such Holder’s Notes in accordance with the terms of the Indenture.

6. *Conversion*

Subject to and upon compliance with the provisions of the Indenture, the Holder hereof has the right, at its option, prior to 5:00 p.m. (New York City time) on the Business Day immediately preceding the Maturity Date, to convert any Notes or portion thereof that is equal to the Initial Principal Amount or an integral multiple thereof, into shares of Common Stock, at the applicable Conversion Price specified in the Indenture, as adjusted from time to time as provided in the Indenture.

7. *Denominations, Transfer, Exchange*

The Notes are in registered form without coupons, in minimum denominations of \$25 and integral multiples of \$25 in excess thereof. A Holder may register the transfer or exchange of Notes in accordance with the Indenture. The Note Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

8. *Persons Deemed Owners*

The registered Holder of this Note may be treated as the owner of it for all purposes.

9. *Unclaimed Money*

Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Co-Issuers upon written request any money held by them for the payment of principal or interest and any shares of Common Stock or other property due in respect of converted Notes that remains unclaimed for two years, and, thereafter, Holders entitled to the money or securities must look to the Co-Issuers for payment as general creditors.

10. *Amendment, Supplement, Waiver*

Subject to certain exceptions, the Indenture, the Security Documents, the Intercreditor Agreement or the Notes may be amended or supplemented with the consent of the Holders of at least a majority in aggregate Initial Principal Amount of the Outstanding Notes, and any existing Default or compliance with any provision may be waived with the consent of the Holders of a majority in aggregate Initial Principal Amount of the Outstanding Notes. Without notice to or the consent of any Holder, the parties thereto may amend or supplement the Indenture, the Security Documents, the Intercreditor Agreement or the Notes to, among other things, cure any ambiguity, defect or inconsistency and make any change that does not adversely affect the rights of any Holder.

11. *Restrictive Covenants*

The Indenture contains certain covenants, including, without limitation, covenants with respect to the Liens and the Collateral. Within 120 days after the end of each fiscal year, the Co-Issuers must report to the Trustee on compliance with such limitations in the manner set forth in the Indenture.

12. *Remedies for Events of Default*

If an Event of Default, as defined in the Indenture, occurs and is continuing, the Trustee or the Holders of at least 30% in Initial Principal Amount of the Outstanding Notes may declare all the Notes to be immediately due and payable. If a bankruptcy or insolvency default with respect to either Co-Issuer or any of its Significant Subsidiaries occurs and is continuing, the Notes automatically become immediately due and payable. Holders may not enforce the Indenture, the Security Documents, the Intercreditor Agreement or the Notes except as provided in the Indenture. The Trustee and the Collateral Agent may require indemnity reasonably satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of at least a majority in aggregate Initial Principal Amount of the Outstanding Notes may direct the Trustee in its exercise of any trust or power.

13. *Trustee Dealings with the Co-Issuers*

The Trustee or the Collateral Agent under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may make loans to, accept deposits from, perform services for, and otherwise deal with, the Co-Issuers and their Affiliates as if it were not the Trustee or the Collateral Agent.

14. *Successor Persons*

When a successor Person or other entity assumes all the obligations of its predecessor under the Notes and the Indenture, the predecessor Person shall be released from those obligations.

15. *Guarantees*

The Co-Issuers' obligations under the Notes are fully, irrevocably and unconditionally guaranteed on a senior secured basis, to the extent set forth in the Indenture, by each of the Guarantors.

16. *Authentication*

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

17. *Abbreviations*

Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

18. *GOVERNING LAW*

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Co-Issuers will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to Sealy Corporation, One Office Parkway, Trinity, North Carolina 27230, Attention: General Counsel.

SEALY CORPORATION,

as Parent and Co-Issuer

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of March 18, 2013

to

Indenture

Dated as of July 10, 2009

8% Senior Secured Third Lien Convertible Notes Due 2016

This THIRD SUPPLEMENTAL INDENTURE (this “**Third Supplemental Indenture**”), dated as of March 18, 2013, is by and between Sealy Corporation, a Delaware corporation (“**Parent**” or “**Co-Issuer**”) and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (the “**Trustee**”). All terms not otherwise defined herein have the respective meanings given to such terms in the Indenture (as defined below).

WHEREAS, Sealy Mattress Company, an Ohio corporation (the “**Company**”, and together with Parent, the “**Co-Issuers**”), the Guarantors named therein and the Trustee are parties to that certain Indenture, dated as of July 10, 2009, providing for the future issuance of the Company’s Securities from time to time in one or more series, in an unlimited aggregate principal amount (the “**Base Indenture**”), which Base Indenture has been amended and supplemented by that certain Supplemental Indenture, dated as of July 10, 2009 (the “**Supplemental Indenture**”), by and among the Co-Issuers, the Guarantors named therein and the Trustee, providing for the issuance of the Co-Issuers’ 8% Senior Secured Third Lien Convertible Notes Due 2016 (the “**Notes**”), and that certain Second Supplemental Indenture, dated as of March 18, 2013, by and among the Co-Issuers and the Trustee (the “**Second Supplemental Indenture**,” and collectively with the Base Indenture and the Supplemental Indenture, the “**Indenture**”);

WHEREAS, in connection with the previously announced Agreement and Plan of Merger, dated as of September 26, 2012 (the “**Merger Agreement**”), by and among Tempur-Pedic International Inc. (“**Tempur**”), Parent, and Silver Lightning Merger Company, a subsidiary of Tempur (“**Sub**”), subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, including the receipt of regulatory approvals, Sub will merge with and into Parent, after which the separate corporate existence of Sub will cease and Parent will continue as a surviving subsidiary of Tempur (the “**Merger**”);

WHEREAS, at the Effective Time (as defined in the Merger Agreement), each share of Common Stock of Parent issued and outstanding immediately prior to the Effective Time (other than dissenting shares and those shares of common stock of Parent described in Section 2.1(b) of the Merger Agreement) shall be converted into the right to receive \$2.20 in cash payable to the holder thereof, without interest (the “**Merger Consideration**”), and as a result, the Merger will constitute a Reorganization Event under the Indenture;

WHEREAS, the Merger constitutes a “Reorganization Event” and the Merger Consideration constitutes the “Reference Property” under Section 10.07 of the Supplemental Indenture;

WHEREAS, pursuant to Section 10.07 of the Supplemental Indenture, following consummation of the Merger and receipt by the holders of Common Stock of the Merger Consideration in exchange for their Common Stock, Parent shall execute with the Trustee a supplemental indenture providing that the Notes shall become convertible based on the type and amount of consideration that the holders of a number of shares of Common Stock equal to the Accreted Principal Amount of Notes divided by the Conversion Price would have received in such Reorganization Event;

WHEREAS, the Board of Directors of Parent has duly adopted Board Resolutions authorizing Parent to execute and deliver this Third Supplemental Indenture; and

WHEREAS, (i) Parent has delivered or caused to be delivered to the Trustee simultaneously with the execution and delivery of this Third Supplemental Indenture an Officers’ Certificate and an Opinion of Counsel relating to this Third Supplemental Indenture as contemplated by Section 9.03 of the Supplemental Indenture and (ii) Parent has satisfied all other conditions required under Articles 9 and 10 of the Supplemental Indenture to enable Parent and the Trustee to enter into this Third Supplemental Indenture.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I
AMENDMENT OF THE SUPPLEMENTAL INDENTURE AND AMENDMENT OF THE NOTES

Section 1.1 **Amendment of the Supplemental Indenture.**

(a) Section 10.01 of the Supplemental Indenture is hereby amended and restated in its entirety as follows:

Section 10.01. *Right to Convert.* Each Note shall be convertible, at the option of the Holder, solely into the Reference Property at any time prior to the close of business on the Business Day immediately preceding the Maturity Date. Prior to April 15, 2013, the Notes shall be convertible solely into the Reference Property at an initial conversion price of \$1.00 per share (the "**Conversion Price**"), subject to adjustments as provided in Section 10.05 of this Supplemental Indenture. Pursuant to Section 10.07, prior to April 15, 2013 the Reference Property into which such Notes shall be convertible shall be an amount of cash equal (x) \$2.20 multiplied by (y) a notional number of shares of Common Stock equal to (a) the Accreted Principal Amount of Notes being converted divided by (b) the Conversion Price. From and after April 15, 2013, the Holder has the right, at its option, prior to 5:00 p.m. (New York City time) on the Business Day immediately preceding the Maturity Date, to convert any Notes or portion thereof into the Reference Property at the conversion rate of \$2,200 per \$1,000 of Accreted Principal Amount of Notes being converted, without any further adjustment under this Indenture. If the Conversion Date occurs within 15 calendar days of the Maturity Date, the Accreted Principal Amount shall be increased to reflect the Accretion Amount for the Maturity Date for the purpose of determining the amount of Reference Property into which the Notes shall be converted. For the avoidance of doubt, the Conversion Price will not be increased in connection with an increase in the Accreted Principal Amount.

(b) From and after the date hereof, Sections 10.02 and 10.03, and Sections 10.06 through 10.10 of the Supplemental Indenture shall be amended and restated in their entirety as follows:

Section 10.02. [Reserved.]

Section 10.03. [Reserved.]

Section 10.06. [Reserved.]

Section 10.07. [Reserved.]

Section 10.08. [Reserved.]

Section 10.09. [Reserved.]

Section 10.10. [Reserved.]

(c) From and after April 15, 2013, Section 10.05 of the Supplemental Indenture shall be amended and restated in its entirety as follows:

Section 10.05. [Reserved.]

Section 1.2 **Additional Supplements.** Any and all additional provisions of the Indenture are hereby deemed to be supplemented to reflect the intentions of the supplements provided for in this Article I.

Section 1.3 **Amendments to Notes.** The form of Note attached as Exhibit A to the Supplemental Indenture, and each Note issued thereunder, whether a Global Note, Definitive Note, or otherwise, are hereby amended (or, as necessary, deemed to be amended) to delete all provisions inconsistent with the amendments to the Supplemental Indenture effected by this Third Supplemental Indenture. The amended form of Note is attached hereto as Exhibit A, and Parent and the Trustee are authorized to take all such actions as are reasonably practicable to cause the cancellation and re-issuance of amended Notes, when requested by the Holders, in accordance with the provisions of the Indenture consistent with this Third Supplemental Indenture.

ARTICLE II MISCELLANEOUS PROVISIONS

Section 2.1 **Supplemental Indenture.** Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Third Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument.

Section 2.2 **Governing Law.** THIS THIRD SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 2.3 **Successors.** All agreements of Parent in this Third Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Third Supplemental Indenture shall bind its successors.

Section 2.4 **Duplicate Originals.** All parties may sign any number of copies of this Third Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. It is the express intent of the parties to be bound by the exchange of signatures on this Third Supplemental Indenture via telecopy or other form of electronic transmission.

Section 2.5 **Severability.** In case any one or more of the provisions in this Third Supplemental Indenture or the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.6 **Trustee Disclaimer.** The Trustee accepts the amendments to the Indenture and the Notes effected by this Third Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by Parent and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Third Supplemental Indenture.

Section 2.7 **Effectiveness.** The amendments effected by this Third Supplemental Indenture shall take effect on the date hereof, provided that each of the parties hereto shall have executed and delivered this Third Supplemental Indenture.

Section 2.8 **Third Supplemental Indenture Controls**. In the event there is any conflict or inconsistency between the Indenture and this Third Supplemental Indenture, the provisions of this Third Supplemental Indenture shall control.

Section 2.9 **Effect of Headings**. The Section headings herein are for convenience only and shall not affect the construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed as of the day and year written above.

SEALY CORPORATION, as Parent and Co-Issuer

By: /s/ Michael Q. Murray

Name: Michael Q. Murray

Title: Senior Vice President, General Counsel and Secretary

[Signature Page to Third Supplemental Indenture]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By: /s/ Linda Garcia

Name: Linda Garcia

Title: Vice President

[Signature Page to Third Supplemental Indenture]

EXHIBIT A

[FORM OF FACE OF NOTE]

[Global Note Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE CO-ISSUERS OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

8% Senior Secured Third Lien Convertible Note due 2016

CUSIP No.: 812139400

ISIN: US8121394006

SEALY MATTRESS COMPANY, an Ohio corporation and SEALY CORPORATION, a Delaware corporation, jointly and severally, promises to pay on July 15, 2016 to [CEDE & CO.](1), or its registered assigns, the Accreted Principal Amount hereof based on the Initial Principal Amount set forth above [(or such greater or lesser Initial Principal Amount as shall be specified in the "Schedule of Exchanges of Securities" attached hereto)](1), together with the Accretion Amount for the Interest Payment Date falling on July 15, 2016.

Except as specified in the Indenture, this Note shall not bear cash interest. Instead the Accreted Principal Amount of this Note shall be increased on each Interest Payment Date by the Accretion Amount. This Note is convertible into shares of common stock of Sealy Corporation and is subject to repurchase at the option of the Holder hereof in certain circumstances, in each case, as specified on the reverse side of this Note and in the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture (as defined on the reverse hereof) or be valid or obligatory for any purpose.

(1) Use bracketed language only if Global Note.

Dated:

SEALY MATTRESS COMPANY,
as Co-Issuer

By: _____
Name:
Title:

By: _____
Name:
Title:

SEALY CORPORATION,
as Co-Issuer

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated herein referred to in the
within-mentioned Indenture

Dated: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By: _____
Authorized Signatory

8% Senior Secured Third Lien Convertible Note due 2016

SEALY MATTRESS COMPANY, an Ohio corporation (the “**Company**”) and SEALY CORPORATION, a Delaware corporation (“**Parent**” and, together with the Company, the “**Co-Issuers**”), jointly and severally issued this Note under an Indenture dated as of July 10, 2009 (herein called the “**Base Indenture**”), as supplemented by the Supplemental Indenture dated as of July 10, 2009 (herein called the “**Supplemental Indenture**” and the Base Indenture, as supplemented by the Supplemental Indenture, the “**Indenture**”), between the Co-Issuers and The Bank of New York Mellon Trust Company, N.A. (herein called the “**Trustee**”), as Trustee, to which reference is hereby made for a statement of the respective rights, obligations, duties and immunities thereunder of the Co-Issuers, the Trustee and the Holders and of the terms upon which the Notes are, and are to be, authorized and delivered. All terms used in this Note that are defined in the Indenture shall have the meaning assigned to them in the Indenture.

1. *Method of Payment*

Holders must surrender Notes to a Paying Agent to collect payment. The Co-Issuers shall make payment in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. The Co-Issuers may make payment by check payable in such money.

2. *Paying Agent, Security Registrar and Conversion Agent*

Initially, the Trustee will act as Paying Agent, Security Registrar and Conversion Agent. The Co-Issuers may appoint and change any Paying Agent, Security Registrar or co-registrar or Conversion Agent upon written notice thereto. Either Co-Issuer or any Subsidiary or Affiliate of any of them may act as Paying Agent, Security Registrar or co-registrar.

3. *Indenture*

The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of all such terms. To the extent permitted by applicable law, in the event of any inconsistency between the terms of this Note and the terms of the Indenture, the terms of the Indenture shall control.

4. *Sinking Fund and Redemption*

The Notes are not subject to the provisions of Articles Eleven or Twelve of the Base Indenture.

5. *Repurchase of Notes at the Option of Holders*

If there shall occur a Fundamental Change at any time prior to the Maturity Date, then each Holder shall have the right, at such Holder’s option, to require the Co-Issuers to repurchase for cash any or all of such Holder’s Notes in accordance with the terms of the Indenture.

6. *Conversion*

Subject to and upon compliance with the provisions of the Indenture, the Holder hereof has the right, at its option, prior to 5:00 p.m. (New York City time) on the Business Day immediately preceding the Maturity Date, to convert any Notes or portion thereof solely into the Reference Property at the applicable Conversion Price specified in the Indenture, as adjusted prior to April 15, 2013 as provided in the Indenture. Prior to April 15, 2013, the Reference Property into which such Notes shall be convertible shall be an amount of cash equal (x) \$2.20 multiplied by (y) a notional number of

shares of Common Stock equal to (a) the Accreted Principal Amount of Notes being converted *divided by* (b) the Conversion Price. From and after April 15, 2013, the Holder hereof has the right, at its option, prior to 5:00 p.m. (New York City time) on the Business Day immediately preceding the Maturity Date, to convert any Notes or portion thereof into the Reference Property at the conversion rate of \$2,200 per \$1,000 of Accreted Principal Amount of Notes being converted, without any further adjustment under the Indenture. If the Conversion Date occurs within 15 calendar days of the Maturity Date, the Accreted Principal Amount shall be increased to reflect the Accretion Amount for the Maturity Date for the purpose of determining the amount of Reference Property into which the Notes shall be converted. For the avoidance of doubt, the Conversion Price will not be increased in connection with an increase in the Accreted Principal Amount.

7. *Denominations, Transfer, Exchange*

The Notes are in registered form without coupons, in minimum denominations of \$25 and integral multiples of \$25 in excess thereof. A Holder may register the transfer or exchange of Notes in accordance with the Indenture. The Note Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

8. *Persons Deemed Owners*

The registered Holder of this Note may be treated as the owner of it for all purposes.

9. *Unclaimed Money*

Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Co-Issuers upon written request any money held by them for the payment of principal or interest and any shares of Common Stock or other property due in respect of converted Notes that remains unclaimed for two years, and, thereafter, Holders entitled to the money or securities must look to the Co-Issuers for payment as general creditors.

10. *Amendment, Supplement, Waiver*

Subject to certain exceptions, the Indenture, the Security Documents, the Intercreditor Agreement or the Notes may be amended or supplemented with the consent of the Holders of at least a majority in aggregate Initial Principal Amount of the Outstanding Notes, and any existing Default or compliance with any provision may be waived with the consent of the Holders of a majority in aggregate Initial Principal Amount of the Outstanding Notes. Without notice to or the consent of any Holder, the parties thereto may amend or supplement the Indenture, the Security Documents, the Intercreditor Agreement or the Notes to, among other things, cure any ambiguity, defect or inconsistency and make any change that does not adversely affect the rights of any Holder.

11. *Restrictive Covenants*

The Indenture contains certain covenants, including, without limitation, covenants with respect to the Liens and the Collateral. Within 120 days after the end of each fiscal year, the Co-Issuers must report to the Trustee on compliance with such limitations in the manner set forth in the Indenture.

12. *Remedies for Events of Default*

If an Event of Default, as defined in the Indenture, occurs and is continuing, the Trustee or the Holders of at least 30% in Initial Principal Amount of the Outstanding Notes may declare all the Notes to be immediately due and payable. If a bankruptcy or insolvency default with respect to either Co-Issuer or any of its Significant Subsidiaries occurs and is continuing, the Notes automatically become immediately due and payable. Holders may not enforce the Indenture, the Security Documents, the Intercreditor Agreement or the Notes except as provided in the Indenture. The Trustee and the

Collateral Agent may require indemnity reasonably satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of at least a majority in aggregate Initial Principal Amount of the Outstanding Notes may direct the Trustee in its exercise of any trust or power.

13. *Trustee Dealings with the Co-Issuers*

The Trustee or the Collateral Agent under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may make loans to, accept deposits from, perform services for, and otherwise deal with, the Co-Issuers and their Affiliates as if it were not the Trustee or the Collateral Agent.

14. *Successor Persons*

When a successor Person or other entity assumes all the obligations of its predecessor under the Notes and the Indenture, the predecessor Person shall be released from those obligations.

15. *Guarantees*

The Co-Issuers' obligations under the Notes are fully, irrevocably and unconditionally guaranteed on a senior secured basis, to the extent set forth in the Indenture, by each of the Guarantors.

16. *Authentication*

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

17. *Abbreviations*

Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

18. *GOVERNING LAW*

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Co-Issuers will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to Sealy Corporation, One Office Parkway, Trinity, North Carolina 27230, Attention: General Counsel.

TEMPUR-PEDIC COMPLETES ACQUISITION OF SEALY**– Unveils Tempur Sealy International, Inc. as Planned New Corporate Name**

LEXINGTON, KY. and TRINITY, NC., MARCH 18, 2013 – Tempur-Pedic International Inc. (“Tempur-Pedic” or the “Company”) (NYSE: TPX), a leading manufacturer, marketer and distributor of premium mattresses and pillows worldwide, has completed its previously announced acquisition of Sealy Corporation (“Sealy”) (NYSE: ZZ). The Company also announced that it intends to change its corporate name to Tempur Sealy International, Inc.

“We are pleased to announce the completion of our acquisition of Sealy and are very excited about our future as Tempur Sealy International,” said Mark Sarvary, Chief Executive Officer. “We remain confident that our shared know-how and expected efficiencies will result in tremendous value. Our focus now is on ensuring that our integration process remains on track and is as seamless as possible for all of our employees, customers and other stakeholders.”

The combination of Tempur-Pedic and Sealy creates the world’s largest bedding provider. Together, Tempur-Pedic and Sealy have the strongest brand portfolio with the most highly recognized brands in the industry, including Tempur®, Tempur-Pedic®, Sealy®, Sealy Posturepedic®, Optimum™ and Stearns & Foster®. In addition, the Company has the most comprehensive suite of bedding products available in the market with products for almost every consumer preference and price point.

Corporate Name Change

To recognize the transformational nature of this combination, the Company intends to change its corporate name to Tempur Sealy International, Inc. The Company will seek stockholder approval for the proposed change at its Annual Meeting of Stockholders in May 2013. The Company’s portfolio of iconic brands and consumer-facing marketing will not be affected by the planned corporate name change and thus will continue to be represented in the market as they are today. The Company’s global corporate headquarters will be in Lexington, KY. The Company will continue to trade on the NYSE under the symbol “TPX”.

Strategic Benefits of Combination

- Tempur-Pedic and Sealy have the most iconic and recognized bedding brands in the world
- Sealy’s strength in innerspring and hybrid mattresses fit seamlessly with Tempur-Pedic’s leadership in visco-elastic mattresses, adjustable bases and pillows
- Highly complementary global footprint with strong presence in North America, South America, Europe, Asia, and Australia
- Ability to create significant shareholder value with annual cost synergies in excess of \$40 million expected by the third year realized through purchasing, supply chain and increased efficiencies
- Attractive upside from revenue synergies as a result of a broader product offering and access to more channels, including international expansion
- Strong cash flow characteristics will enable rapid debt reduction and continued investment in growth initiatives
- A strong management team with extensive industry and global consumer products experience

Transaction and Financial Details

Tempur-Pedic acquired all of the outstanding common stock of Sealy for \$2.20 per share and assumed or will repay all of Sealy's outstanding convertible and non-convertible debt, for a total transaction value of approximately \$1.3 billion. As previously disclosed, the Company funded the transaction and the refinancing of its existing credit facility with \$1.770 billion senior secured facilities and \$375 million of senior notes.

The Company intends to provide updated guidance for the combined company when it releases first quarter 2013 earnings in early May.

On March 18, 2013, the Company posted a new corporate Investor Presentation to its Investor Relations website at <http://investor.tempurpedic.com>.

About Tempur-Pedic International

Tempur-Pedic International Inc. (NYSE: TPX) is the world's largest bedding provider. The Company intends to change its corporate name to Tempur Sealy International, Inc. and will seek stockholder approval for the proposed name change at its Annual Meeting of Stockholders in May 2013. Tempur-Pedic International develops, manufactures and markets mattresses, foundations, pillows and other products. The Company's brand portfolio includes many of the most highly recognized brands in the industry, including Tempur®, Tempur-Pedic®, Sealy®, Sealy Posturepedic®, Optimum™ and Stearns & Foster®. World headquarters for Tempur-Pedic International is in Lexington, KY. For more information, visit <http://www.tempurpedic.com> or <http://www.sealy.com>, or call 800-805-3635.

Forward-looking Statements

This release contains "forward-looking statements," within the meaning of 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," "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 intended change of its corporate name, and benefits anticipated from the merger with Sealy Corporation, including with respect to anticipated synergies, strong cash flow and debt repayment. 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 general economic, financial and industry conditions, particularly in the retail sector, as well as consumer confidence and the availability of consumer financing; 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; 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; changing commodity costs; the effect of future legislative or regulatory changes; the possibility of litigation (including relating to the Sealy merger); and the ability to successfully integrate Sealy into Tempur-Pedic's operations and realize synergies from the proposed transaction.

Additional information concerning these and other risks and uncertainties are discussed in the Company's filings with the Securities and Exchange Commission, including without limitation the Company's Annual Report on Form 10-K under the headings "Special Note Regarding Forward-Looking Statements" and "Risk Factors." Any forward-looking statement speaks only as of the date on which it is made, and the Company undertakes no obligation to update any forward-looking statements for any reason, including to reflect events or circumstances after the date on which such statements are made or to reflect the occurrence of anticipated or unanticipated events or circumstances.

Investor Contact:

Mark Rupe
Vice President
Tempur-Pedic International Inc.
800-805-3635
investor.relations@tempurpedic.com

Media Contacts:

Michael Geller
Edelman for Tempur-Pedic International
+1 212 729 2163
Mike.Geller@edelman.com

Trevor Gibbons
Edelman for Tempur-Pedic International
+1 212 704 8166
Trevor.Gibbons@edelman.com

Tempur-Pedic International

Investor Presentation

March 2013



Forward-Looking Statements

This presentation contains "forward-looking statements," within the meaning of 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," "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 Tempur-Pedic's or Sealy's expectations regarding the opportunities and strengths of the combined company, anticipated cost and revenue synergies, the strategic rationale for the combination, including expectations regarding product offerings, growth opportunities, value creation, and financial strength. 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 the ability to successfully integrate Sealy into Tempur-Pedic's operations and realize synergies from the proposed transaction; general economic, financial and industry conditions, particularly in the retail sector, as well as consumer confidence and the availability of consumer financing; uncertainties arising from global events; the effects of changes in foreign exchange rates on the combined company's reported earnings; consumer acceptance of the combined company's products; industry competition; the efficiency and effectiveness of the combined company's advertising campaigns and other marketing programs; the combined company's ability to increase sales productivity within existing retail accounts and to further penetrate the combined company's domestic retail channel, including the timing of opening or expanding within large retail accounts; the combined company's ability to address issues in certain underperforming international markets; the combined 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; changes in foreign tax rates, including the ability to utilize tax loss carry forwards; rising commodity costs; the effect of future legislative, regulatory or tax changes; and the possibility that one or more former Sealy stockholders will pursue their rights to an appraisal action in Delaware relating to the Sealy merger.

Additional information concerning these and other risks and uncertainties are discussed in the Company's filings with the Securities and Exchange Commission, including without limitation the Company's Annual Report on Form 10-K under the headings "Special Note Regarding Forward-Looking Statements" and "Risk Factors." Any forward-looking statement speaks only as of the date on which it is made, and the Company undertakes no obligation to update any forward-looking statements for any reason, including to reflect events or circumstances after the date on which such statements are made or to reflect the occurrence of anticipated or unanticipated events or circumstances.

Note Regarding Trademarks, Trade Names and Service Marks: *Tempur, Tempur-Pedic, TEMPUR-Cloud Collection, TEMPUR-Cloud Select, TEMPUR-Cloud Supreme, TEMPUR-Cloud Supreme Breeze, TEMPUR-Cloud Luxe, TEMPUR-Cloud Allura, TEMPUR-Cloud Luxe Breeze, TEMPUR-Choice Collection, TEMPUR-Choice Supreme, TEMPUR-Choice Luxe, TEMPUR-Weightless Collection, TEMPUR-Weightless Select, TEMPUR-Weightless Supreme, TEMPUR-Contour Collection, TEMPUR-Contour, TEMPUR-Contour Select, TEMPUR-Contour Signature, TEMPUR-Rhapsody, TEMPUR-Rhapsody Breeze, TEMPUR-Allura, GrandBed, TEMPUR-Simplicity Collection, TEMPUR Original Collection, TEMPUR Sensation Collection, TEMPUR-Ergo Advanced System, TEMPUR-Ergo Premier, TEMPUR-Cloud Pillow, TEMPUR-Neck Pillow, TEMPUR-Symphony Pillow, TEMPUR-Comfort Pillow, TEMPUR-Rhapsody Pillow, and TEMPUR-Traditional Pillow are trademarks, trade names or service marks of Tempur-Pedic International Inc. and its subsidiaries.*

Sealy, Sealy Posturepedic, Stearns & Foster, and Optimum are trademarks, trade names or service marks of Sealy Corporation and its subsidiaries. All other trademarks, trade names and service marks in this presentation are the property of the respective owners.



Best of Both

Iconic Brands and Complementary Products to Reach

- ✓ More Consumers
- ✓ More Channels
- ✓ With More Technologies

...“Best of Both”



Strong, Established Management Team

Name	Position	Prior Experience	Prior Experience		Years with Tempur or Sealy
			Consumer Products	Inter'l	
Mark Sarvary	President and CEO	President, Campbell Soup North America CEO, J. Crew Group President, Stouffer's Frozen Food Division at Nestle	✓	✓	5
David Montgomery	EVP and President, International	President, Rubbermaid Europe VP, Black & Decker Europe, Middle East, Africa	✓	✓	10
Larry Rogers	CEO of Sealy	President and CEO, Sealy Corporation President, Sealy North America President, Sealy International	✓	✓	33
Dale Williams	EVP and CFO	CFO, Honeywell Control Products CFO, Saga Systems CFO, GE Information Systems	✓	✓	10
Tim Yaggi	COO	Group President, Masco Corporation EVP, Whirlpool Corporation Norelco (Philips)	✓	✓	Joined 2013



Strategic Benefits of Combination

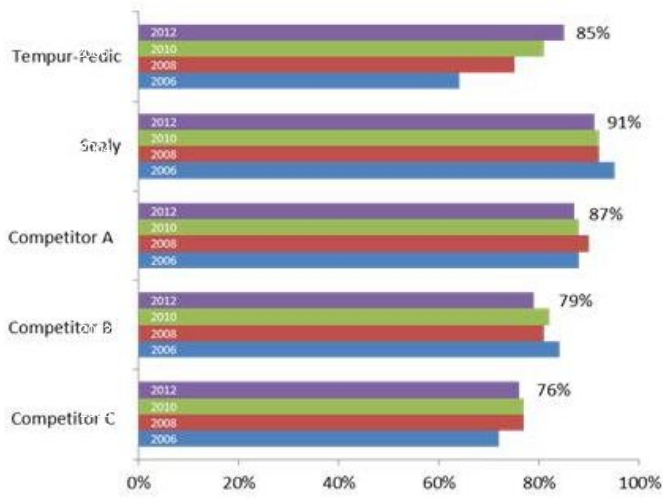
- ◆ **Comprehensive Portfolio of Iconic Brands**
 - The most iconic and globally recognized brands in the industry
 - Strong brand recognition across North America, South America, Europe, Asia, and Australia
- ◆ **Complementary Product Offering**
 - Products for almost every consumer preference and price point
 - Tempur-Pedic's visco-elastic mattresses, adjustable bases and pillows
 - Sealy's innerspring and hybrid mattresses
 - Ability to leverage R&D to develop innovative new products
- ◆ **Truly Global Footprint**
 - Tempur-Pedic: Strong presence in North America, Europe, and Asia
 - Sealy: Well represented in U.S., Canada, Mexico, Argentina, and Asia
- ◆ **Significant Value Creation**
 - Cost synergy estimate in excess of \$40 million by the third year
 - Attractive upside from revenue synergies across organizations
- ◆ **Strong Financial Characteristics**
 - Significant cash flow characteristics will enable rapid deleveraging
 - Ability to invest in key growth areas



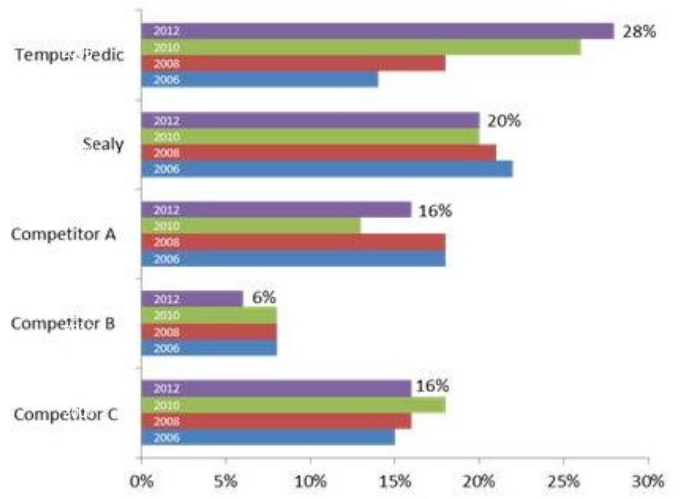
Comprehensive Portfolio of Iconic Brands

◆ Leading Brand Awareness with Highest Intent to Purchase

Total Brand Awareness



Future Purchase Interest



Source: 2012 Mattress Industry Consumer Research – U.S. Market

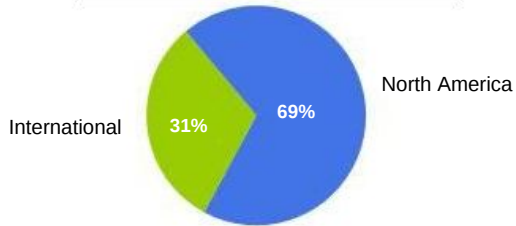


Net Sales Breakdown

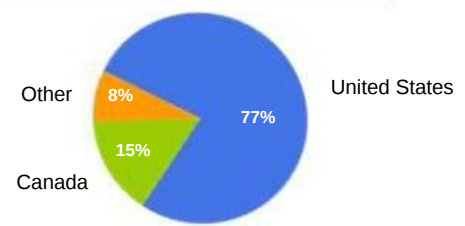
Geography



FY12 Total Net Sales \$1.4 Billion



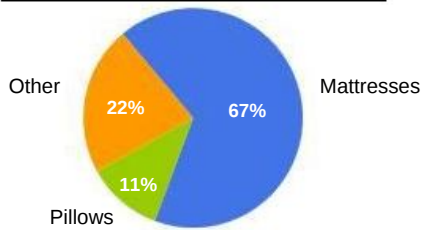
FY12 Total Net Sales \$1.3 Billion



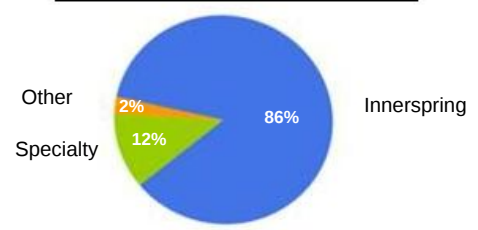
Product



FY12 Total Net Sales \$1.4 Billion



FY12 U.S. Net Sales \$1.0 Billion



Last 12-months ended December 31, 2012 for Tempur-Pedic and December 2, 2012 for Sealy. For a discussion of performance, please refer to the 10Q and 10K filings.



Range Of Products

Innerspring



Sealy

Sealy Posturepedic



Stearns & Foster



Hybrid



Sealy Posturepedic

Sealy Posturepedic



TEMPUR-Choice



Visco



TEMPUR-Cloud Luxe

Optimum by Sealy Posturepedic



TEMPUR-Rhapsody Breeze



Foundations



Sealy Foundation



TEMPUR-Ergo Premier Adjustable Base



Pillows



TEMPUR-Neck Pillow



TEMPUR-Traditional Pillow

Accessories



The Campus Topper By Tempur-Pedic



TEMPUR Slippers



Mattress Segmentation

U.S. Mattress Brand Portfolio by Retail Price Points¹


TEMPUR-HD[®]
 COLLECTION

TEMPUR-Contour[®]
 COLLECTION

\$2,499-\$7,999



\$1,399-\$4,499


TEMPUR-Choice[®]
 COLLECTION

\$3,499-\$3,999


OPTIMUM
SEALY POSTUREPEDIC

\$1,299-\$3,799


TEMPUR-Cloud[®]
 COLLECTION

\$1,999-\$4,999


Posturepedic

\$599-\$1,799


TEMPUR-Weightless[®]
 COLLECTION

\$2,199-\$2,699



\$399-\$699


TEMPUR-Simplicity[®]
 COLLECTION

\$1,399

¹ Retail list price point for queen set. Note: TEMPUR-Choice Collection expected availability 2Q 2013.



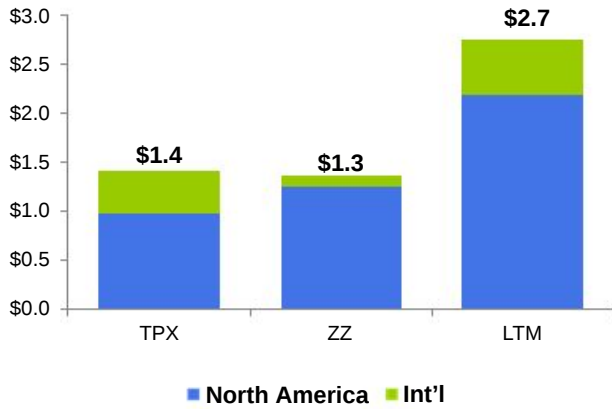
Highly Complementary Global and Channel Footprint

Global Scale ¹

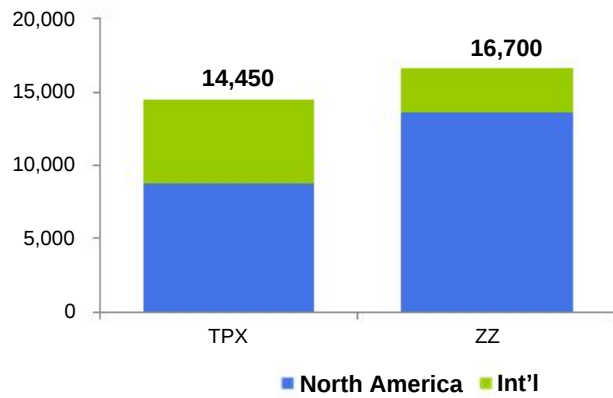
Broad Customer Base ²

(\$ in billions)

Last 12-Months Net Sales¹



Retail Doors



- ◆ Broadens presence across price points and technologies
- ◆ World-class innovation capabilities
- ◆ Highly complementary geographic footprint

- ◆ Furniture and bedding retailers
- ◆ Department stores
- ◆ Warehouse / club stores
- ◆ Company-owned flagship stores
- ◆ Direct to consumer
- ◆ Hospitality

¹ Last 12-months ended December 31, 2012 for Tempur-Pedic and December 2, 2012 for Sealy (reflecting simple combination of both companies' results, without any Regulation S-X Article 11 adjustments).
² Management estimates.



A Truly Global Company



■ Tempur-Pedic and/or Sealy Presence

Source: Company data. Presence includes subsidiaries, joint ventures, third party, and licensee markets.



Attractive Upside from Cost Synergies

Cost Synergies

In Excess of \$40 Million Expected By Third Year



Warehouse/Distribution

- ◆ Improved route efficiency
- ◆ Potential to integrate distribution
- ◆ Backhaul/returns

Sourcing/Manufacturing

- ◆ Raw materials
- ◆ Foundations
- ◆ Adjustable Bases
- ◆ Covers

Corporate Expenses

- ◆ Streamline corporate administration
- ◆ Professional fees
- ◆ Indirect sourcing

Note: Management estimates.



Attractive Upside from Revenue Synergies

Revenue Synergies

Brands / Technology

- ◆ Increased investment and innovation in Sealy and Tempur-Pedic brands
- ◆ Leverage collective IP and technology

Channels

- ◆ Leverage Sealy's competency in Club, Department Stores, and Hospitality
- ◆ Leverage Tempur's capabilities in Direct and eCommerce

Global Markets

- ◆ Utilize Tempur-Pedic's and Sealy's collective strengths in International markets

New Product Categories

- ◆ Leverage brand portfolio to expand into new categories (outside of mattresses)



Financial Overview



Use of Non-GAAP Financial Measures

Tempur-Pedic International Inc. (the "Company") has presented the following non-GAAP financial measures in this presentation: adjusted EBITDA of each of the Company and Sealy, and adjusted EBITDA of the combined company. The Company and Sealy each define its non-GAAP adjusted EBITDA to exclude the following: (1) interest expense, net; (2) provision for income taxes; and (3) depreciation and amortization expense. The Company and Sealy also exclude certain unusual items and other adjustments permitted in calculating its respective debt covenants in its debt agreements. The reconciliations of these historical non-GAAP measures to each of Tempur-Pedic's and Sealy's GAAP financial measures for the periods presented, are set forth on slide 17.

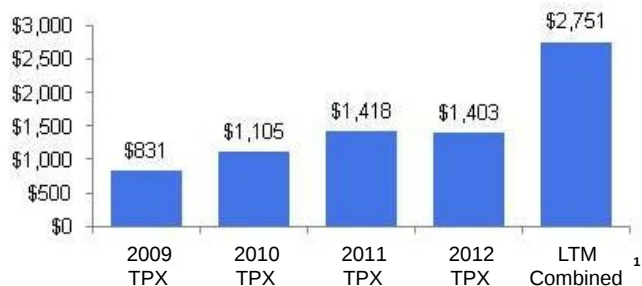
The Company believes the use of these non-GAAP financial measures are useful to investors in comparing the results of operations for comparable periods by eliminating certain of the more significant effects of adjusted EBITDA. These measures also reflect how the Company and Sealy manage their businesses internally. In addition to the adjustments included in the calculation of the Company's non-GAAP adjusted EBITDA eliminates the effects of financing, income taxes and the accounting effects of capital spending and acquisitions. As with the items eliminated in its calculation of non-GAAP adjusted EBITDA, these items may vary for different companies for reasons unrelated to the overall operating performance of a company's business. When analyzing Tempur-Pedic's, Sealy's and the combined company's operating performance, investors should not consider these non-GAAP financial measures as a substitute for comparable measures in accordance with GAAP.



Tempur-Pedic and LTM Combined¹ Financial Overview

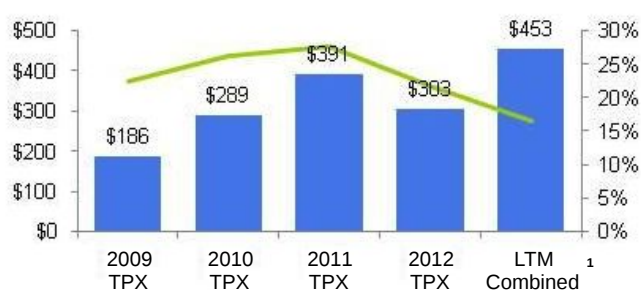
Net Sales

(\$ in millions)



Adj. EBITDA & Adj. EBITDA Margin²

(\$ in millions)



¹ Last 12-months ended December 31, 2012 for Tempur-Pedic and December 2, 2012 for Sealy (reflecting simple combination of both companies' results, without any Regulation S-X Article 11 adjustments).

² Adjusted EBITDA Margin reflects Adjusted EBITDA (slide 17) divided by the LTM combined net sales.



Adjusted EBITDA Reconciliation

LTM Combined Adjusted EBITDA

(\$ in millions)

	Tempur-Pedic ¹	Sealy ¹	Combined ¹
Net income (loss)	\$106.8	(\$1.2)	\$105.6
Interest expense	18.8	89.3	108.1
Income taxes	122.4	12.5	134.9
Depreciation and amortization	42.0	26.4	68.4
EBITDA	\$290.0	\$127.1	\$417.1
Transaction costs	8.9	2.5	11.4
Integration costs	2.2		2.2
Refinancing charges		3.7	3.7
Non-cash compensation		8.1	8.1
Restructuring and impairment related charges	1.5	2.4	3.9
Discontinued operations		2.0	2.0
Other ²		4.3	4.3
Adjusted EBITDA	\$302.6	\$150.1	\$452.7

¹ Last 12-months ended December 31, 2012 for Tempur-Pedic and December 2, 2012 for Sealy (reflecting simple combination of both companies' results, without any Regulation S-X Article 11 adjustments).

² Includes Comfort Revolution acquisition costs, noncontrolling interest, and various immaterial adjustments.

