
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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): December 29, 2005

SIMMONS BEDDING COMPANY

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

333-113861

(Commission File Number)

13-3875743

(I.R.S. Employer Identification No.)

**One Concourse Parkway, Suite 800, Atlanta,
Georgia**

(Address of Principal Executive Offices)

30328-6188

(Zip Code)

(770) 512-7700

(Registrant's Telephone Number, Including Area Code)

N/A

(Former Name or Former Address, if Changed Since Last Report)

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

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

On December 29, 2005, Simmons Bedding Company (the “Company” or “Issuer”) entered into the First Supplemental Indenture (“First Supplemental Indenture”) to the Indenture dated December 19, 2003, among the Company and the guarantors thereunder (the “Guarantors”). The purpose of the First Supplemental Indenture was to cause Simmons Company to become a Guarantor in accordance with the terms of the Indenture. The First Supplemental Indenture is filed with this report as Exhibit 10.1 and its contents are incorporated by reference into this Item 1.01.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

10.1 First Supplemental Indenture, dated December 29, 2005, among Simmons Bedding Company, Simmons Company, and the guarantors thereunder.

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, Simmons Bedding Company has duly caused this report to be signed on its behalf by the undersigned thereto duly authorized.

SIMMONS BEDDING COMPANY

By: /s/ William S. Creekmuir
William S. Creekmuir
Executive Vice President and Chief Financial
Officer

Date: January 3, 2006

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Exhibit Name</u>
10.1	First Supplemental Indenture, dated December 29, 2005, among Simmons Bedding Company, Simmons Company, and the guarantors thereunder.

THIS FIRST SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of December 29, 2005, among Simmons Bedding Company (f/k/a Simmons Company), a Delaware corporation (the "Issuer"), Simmons Company (f/k/a THL Bedding Holding Company), a Delaware corporation (the "Holdings"), each of the parties identified as a Guarantor on the signature pages hereto (each, a "Guarantor" and collectively, the "Guarantors") and Wells Fargo Bank, N. A., as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Issuer, the Guarantors named therein and the Trustee are parties to an indenture dated as of December 19, 2003, as amended or supplemented from time to time (the "Indenture"), providing for the issuance of the Issuer's 7.875% Senior Subordinated Notes due 2014 (the "Notes");

WHEREAS, Section 4.03 requires the Issuer to file certain reports and information with the SEC, whether or not the Issuer is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act;

WHEREAS, Section 4.03 of the Indenture provides if Holdings Guarantees the Notes and meets certain other requirements set forth in the Indenture, the reports and information required to be filed or furnished pursuant to Section 4.03 of the Indenture may be filed by and be those of Holdings rather than the Issuer;

WHEREAS, in order to permit Holdings and the Issuer to file with the SEC periodic reports containing the consolidated financial statements of Holdings, the Board of Directors of Holdings has authorized Holdings to guarantee the obligations of the Issuer with respect to the Notes pursuant to the terms and subject to the conditions set forth in the Indenture; and

WHEREAS, Section 9.01(5) of the Indenture provides that the Issuer, the Guarantors and the Trustee may amend the Indenture without notice to or consent of the Holders of the Notes to add Note Guarantees with respect to the Notes;

NOW THEREFORE, in consideration of the foregoing, the receipt of which is hereby acknowledged, Holdings and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. Holdings hereby (a) Guarantees on the terms and subject to the conditions set forth in Article 11 of the Indenture (as the same applies to the Note Guarantees), jointly and severally with the Guarantors, to each Holder and to the Trustee and its successors and assigns the full and punctual payment of principal of and interest on the Notes when due, whether at maturity, by acceleration, by redemption or otherwise, and all other monetary obligations of the Issuer under the Indenture and the Notes and the full and punctual performance within all applicable grace periods of all other obligations of the Issuer under the Indenture and the Notes and (b) subordinates such Note Guarantee to the extent and in the manner provided in Article 10 of the Indenture (as the same applies to the Note Guarantees).
3. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and

confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

4. Notices. For purposes of Section 13.02 of the Indenture, the address for notices to Holdings shall be:

Simmons Company
One Concourse Parkway, Suite 800
Atlanta, GA 30328
Telecopier No.: (770) 392-2608
Attention: General Counsel

With a copy to:
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Telecopier No.: (212) 310-8007
Attention: Rod Miller

Alexander Lynch

5. Governing Law. This Indenture and the Notes shall be governed by, and construed in accordance with the laws of the State of New York.

6. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

7. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

8. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by Holdings and the Issuer.

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

SIMMONS COMPANY

By: /s/ William S. Creekmuir

Name: William S. Creekmuir
Title: Executive Vice President and
Chief Financial Officer

SIMMONS BEDDING COMPANY

By: /s/ William S. Creekmuir

Name: William S. Creekmuir
Title: Executive Vice President and
Chief Financial Officer

DREAMWELL, LTD

By: /s/ David A. Liskow

Name: David A. Liskow
Title: Secretary & Controller

SC HOLDINGS, INC.

By: /s/ William S. Creekmuir

Name: William S. Creekmuir
Title: Executive Vice President

SIMMONS CAPITAL MANAGEMENT, LLC

By: /s/ David A. Liskow

Name: David A. Liskow
Title: Secretary & Controller

SIMMONS CONTRACT SALES, LLC

By: /s/ William S. Creekmuir

Name: William S. Creekmuir
Title: Executive Vice President and
Chief Financial Officer

THE SIMMONS MANUFACTURING CO., LLC

By: /s/ William S. Creekmuir

Name: William S. Creekmuir
Title: Executive Vice President and
Chief Financial Officer

SLEEP COUNTRY USA, INC.

By: /s/ William S. Creekmuir

Name: William S. Creekmuir
Title: Executive Vice President

WINDSOR BEDDING CO., LLC

By: /s/ William S. Creekmuir

Name: William S. Creekmuir
Title: Executive Vice President

WORLD OF SLEEP OUTLETS, LLC

By: /s/ William S. Creekmuir

Name: William S. Creekmuir
Title: Executive Vice President and
Chief Financial Officer

WELLS FARGO BANK, N. A., as Trustee

By: /s/ Joseph P. O'Donnell

Name: Joseph P. O'Donnell
Title: Vice President