

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5915181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RUSSELL B. WHATCOTT	01/08/2020
DHYEY Y. ACHARYA	01/09/2020
RECEIVING PARTY DATA	
Name:	PURPLE INNOVATION, LLC
Street Address:	123 EAST 200 NORTH
City:	ALPINE
State/Country:	UTAH
Postal Code:	84004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29720825
CORRESPONDENCE DATA	
Fax Number:	(801)375-3865
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(801) 375-6600
Email:	ipmail@djplaw.com
Correspondent Name:	BRICK G. POWER, DURHAM JONES & PINEGAR, P.C.
Address Line 1:	3301 NORTH THANKSGIVING WAY
Address Line 2:	SUITE 400
Address Line 4:	LEHI, UTAH 84043
ATTORNEY DOCKET NUMBER:	54023-2009US01
NAME OF SUBMITTER:	BRICK G. POWER
SIGNATURE:	/brick g power/
DATE SIGNED:	01/16/2020
Total Attachments: 3	
source=54023-2009US01 Assignment#page1.tif	
source=54023-2009US01 Assignment#page2.tif	
source=54023-2009US01 Assignment#page3.tif	

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN, AND TRANSFER to Purple Innovation, LLC, a Delaware limited liability company having a place of business at 123 East, 200 North, Alpine, Utah 84004, United States of America ("ASSIGNEE"), the ASSIGNOR's entire rights, titles, and interests for the United States and all other jurisdictions in and to (i) the Application for United States Design Patent executed by each ASSIGNOR concurrently herewith and titled BED ("the Design Application"); (ii) any and all designs, design features, and improvements disclosed in the Design Application (the "Improvements"); (iii) all divisional, continuing, substitute, renewal, reissue, and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all other jurisdictions relating to any of the Improvements (each, a "Related Application"); (iv) all original, reissued, reexamined, and reviewed patents or their legal equivalents which have been or shall be issued in the United States and all other jurisdictions on the Improvements; and specifically including (v) the right to file the Related Applications for patents or their legal equivalents under the provisions of any statute, convention, or treaty and claim priority based on such applications (all of the foregoing, collectively the "Intellectual Property Rights");

AUTHORIZE the ASSIGNEE to, in its own name, apply for and receive in any jurisdiction any and all patents or their legal equivalents relating to the Improvements;

AUTHORIZE AND REQUEST the issuing authority in each jurisdiction to issue any and all patents or their legal equivalents for any of the Improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, security interest, license, or other agreement or encumbrance affecting the Intellectual Property Rights or ASSIGNEE's rights to the Intellectual Property Rights has been or will be made or entered into by the ASSIGNOR, and that ASSIGNOR possesses the full right to convey the same as herein expressed and to provide ASSIGNEE with all rights, titles, and interests in and to the Intellectual Property Rights;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all Related Applications; to execute all rightful oaths, declarations, powers of attorney, assignments, and other papers for the Design Application and for any Related Application; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the ASSIGNOR relating to the Intellectual Property Rights, including, but not limited to, the Improvements, the Design Application, the Related Applications, and the histories thereof, and to testify as to the same in any interference, derivation, or review proceeding, litigation or other proceeding relating to the Intellectual Property Rights, including, but not limited to, any of the Improvements, the Design Application, any Related Application, and/or the history of any of the

Attorney Docket No. 54023-2009US01

foregoing, and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to all of the Intellectual Property Rights in the ASSIGNEE, and to secure, maintain, defend, and enforce valid and enforceable patent protection for any of the Improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT, AND TRANSFER of the Intellectual Property Rights, as set forth herein, is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives, and successors of the ASSIGNOR and EXTEND to the successors, assigns, and nominees of the ASSIGNEE.

ASSIGNOR:

DocuSigned by:
Russ Whatcott
AB1C6868FFC8468...

Dated January 8, 2020

Name Russell B. Whatcott
Residing at: 3792 N. Old Salty Way
Eagle Mountain, UT 84005

Dated January ___, 2020

Name Dhyey Y. Acharya
Residing at: 4200 N. Seasons View Dr., Apt. #C-2022
Lehi, UT 84043

Attorney Docket No. 54023-2009US01

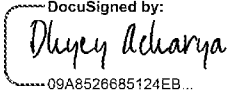
foregoing, and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to all of the Intellectual Property Rights in the ASSIGNEE, and to secure, maintain, defend, and enforce valid and enforceable patent protection for any of the Improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT, AND TRANSFER of the Intellectual Property Rights, as set forth herein, is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives, and successors of the ASSIGNOR and EXTEND to the successors, assigns, and nominees of the ASSIGNEE.

ASSIGNOR:

Name Russell B. Whatcott
Residing at: 3792 N. Old Salty Way
Eagle Mountain, UT 84005

Dated January ____, 2020



Name Dhyey Y. Acharya
Residing at: 4200 N. Seasons View Dr., Apt. #C-2022
Lehi, UT 84043

Dated January 9, 2020