

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6396728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EDIZONE, LLC	03/03/2017
RECEIVING PARTY DATA	
Name:	WONDERGEL, LLC
Street Address:	123 W. 200 N.
City:	ALPINE
State/Country:	UTAH
Postal Code:	84004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16872223
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.
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ATTORNEY DOCKET NUMBER:	54023-3012USD1
NAME OF SUBMITTER:	BRICK G. POWER
SIGNATURE:	/brick g power/
DATE SIGNED:	11/11/2020
Total Attachments: 6	
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CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT is executed by EdiZONE, LLC, a Delaware limited liability company having a place of business located at 123 E. 200 N., Alpine, UT 84004 (hereinafter "Assignor"), to and in favor of Purple Innovation, LLC (formerly known as WonderGel, LLC), a Delaware limited liability company also having a place of business at 123 E. 200 N., Alpine, UT 84004 (hereinafter "Assignee").

Whereas Assignor was the previous owner of the entire right, title and interest in and to the inventions described in the patents and patent applications listed in Schedules A and B attached hereto (hereinafter "the Patents and Patent Applications"); and

Whereas Assignor assigned its entire right, title and interest in and to the Patents and Patent Applications to Assignee for valuable consideration pursuant to an Agreement between Assignor and Assignee executed on January 16, 2017 and effective as of December 27, 2016 (hereinafter "the Agreement"), certain terms and conditions of which Agreement are considered confidential information; and

Whereas Assignor and Assignee desire to execute this Confirmatory Assignment for purposes of recordation of Assignor's assignment of the entire right, title and interest in and to the inventions described in the Patents and Patent Applications for purposes of recording the assignment with the U.S. Patent & Trademark Office and other foreign patent offices;

Accordingly, Assignor and Assignee hereby agree and confirm the following:

1. Assignor has conveyed and assigned to Assignee, and Assignee has accepted, by way of the Agreement, Assignor's entire right, title and interest in and to the U.S. Patents and Patent Applications listed in Schedule A and the inventions disclosed therein, including all continuation, continuation-in-part and divisional applications and all continuing prosecution applications based in whole or in part on any of the U.S. Patents and Patent Applications or on which the U.S. Patent and Patent Applications are based in whole or in part, and including all patents, as well as reexaminations and reissues thereof resulting from any of the U.S. Patents and Patent Applications.

2. Assignor has assigned to Assignee, and Assignee has accepted, by way of the Agreement, Assignor's entire right, title and interest in and to all foreign counterparts to each of the U.S. Patents and Patent Applications that have been or may be filed outside the United States (including, but not limited to, those listed in Schedule B), whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based any of the Patents and Patent Applications, further including all continuation, continuation-in-part and division applications and all continuing prosecution applications based in whole or in part on the foreign counterparts, and still further including all patents, inventor's certificates, utility models and reissues based upon or resulting from any of the foreign counterparts.

3. Assignor has granted to Assignee, and Assignee has accepted, by way of the Agreement, the sole and exclusive right to prosecute (such term including filing of a patent application) and defend the Patents and Patent Applications and any and all related patents and

applications as described in Paragraphs 1 and 2 above, including without limitation any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Assignor has authorized all governmental bodies having the power to issue patents, reissues, inventor's certificates or utility models to issue a patent, reissue, inventor's certificate or utility model based on any of the Patents and Patent Applications or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.

4. Assignor has agreed by way of the Agreement, upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patent and Patent Applications and all related applications as described in Paragraphs 1 through 3 above, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings, (b) to provide Assignee with information concerning the Patents and Patent Applications to enable Assignee to obtain, secure and protect the rights granted under this Assignment; (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the rights granted under this Assignment; and (d) to perform all acts reasonable necessary to enable Assignee to obtain, secure and protect the rights granted under this Assignment.

5. Assignor has warranted and covenanted by way of the Agreement that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property conveyed has been or will be made or entered into by the Assignor, and that the full right to convey the same as herein expressed was possessed by the Assignor at the time of the Agreement.

6. Assignor has agreed and acknowledged by way of the Agreement that the sale, assignment and transfer of rights and property as set forth herein is and shall be irrevocable and binding upon the assigns, representatives and successors of the undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

7. Assignee may assign the rights granted to it under the Agreement, and as confirmed in this Confirmatory Assignment in whole or in part. All references herein to Assignee include any successors, assigns, or nominees of Assignee.

8. Assignor acknowledges that Assignee has provided, and Assignor has received, valuable consideration sufficient and adequate for the rights granted to Assignee by way of the Agreement.

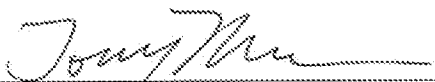
9. The assignment of Assignor's entire right, title and interest in and to the Patents and Patent Applications to Assignee was agreed to be effective as of December 27, 2016 upon execution of the Agreement by the authorized representatives of Assignor and Assignee, and Assignor and Assignee agree that a true photocopy of this Confirmatory Assignment shall serve as evidence of same.

[signatures on next page]

DATED: March 3, 2017

ASSIGNOR:

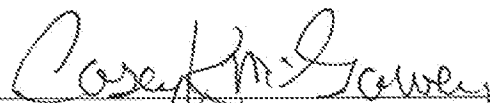
EdiZONE, LLC



By: Tony M. Pearce, Manager

ASSIGNEE:

Purple Innovation, LLC



By: Casey K. McGarvey, CLO

SCHEDULE A

	Country	Title	Serial No./Patent No.
1	U.S.	ELASTOMERIC PODALIC PADS	6,187,837
2	U.S.	GELATINOUS ELASTOMER	6,797,765
3	U.S.	MULTI-WALLED GELASTIC MATERIAL	7,730,566
4	U.S.	MULTI-WALLED GELASTIC MATERIAL	7,823,233
5	U.S.	MULTI-WALLED GELASTIC MATERIAL	7,823,234
6	U.S.	MULTI-WALLED GELASTIC MATERIAL	7,827,636
7	U.S.	GEL WITH WIDE DISTRIBUTION OF MW IN MID-BLOCK	7,964,664
8	U.S.	MULTI-WALLED GELASTIC MATTRESS SYSTEM	8,607,387
9	U.S.	CUSHIONING ELEMENTS COMPRISING BUCKLING WALLS AND METHODS OF FORMING SUCH CUSHIONING ELEMENTS	8,919,750
10	U.S.	PORTABLE CUSHIONS INCLUDING DEFORMABLE WALL MEMBERS, AND RELATED METHODS	9,051,169
11	U.S.	SMALL FOOTPRINT APPARATUS, METHOD, AND TOOLING FOR MOLDING LARGE THERMOPLASTIC PARTS	9,446,542
12	U.S.	GELASTIC MATERIAL HAVING VARIABLE OR SAME HARDNESS AND BALANCE, INDEPENDENT BUCKLING IN A MATTRESS SYSTEM	12/410,954
13	U.S.	CUSHIONS COMPRISING A NON-SLIP ELASTOMERIC CUSHIONING ELEMENT	15/058,637
14	U.S.	MATTRESSES AND MATTRESS TOPPERS INCLUDING KNITTED FABRIC, AND RELATED METHODS	15/062,621
15	U.S.	CUSHIONS INCLUDING A COATED ELASTOMERIC CUSHIONING ELEMENT AND RELATED METHODS	15/062,674
16	U.S.	ELASTOMERIC CUSHION MEMBERS INCLUDING PERFORATED SKINS AND RELATED METHODS	15/062,847

17	U.S.	BAG FOR SHIPPING A CUSHION AND RELATED METHODS	15/063,114
18	U.S.	CUSHION COVER WITH INTEGRALLY KNIT, HIGH-RELIEF GRAPHIC FEATURE AND CUSHIONS EMPLOYING SUCH CUSHION COVERS	15/063,143
19	U.S.	MATTRESS TOPPERS, AIR TABLES FOR MAKING MATTRESS TOPPERS, AND RELATED METHODS	15/063,192
20	U.S.	PACKAGED MATTRESS CUSHION	29/557,162
21	U.S.	MATTRESS CUSHION	29/557,601
22	U.S.	MATTRESS PROTECTORS, MATTRESSES COVERED BY MATTRESS PROTECTORS, AND RELATED METHODS	15/272,162
23	U.S.	BED LINENS, AND RELATED BEDDING ASSEMBLIES AND METHODS	15/298,759
24	U.S.	PILLOW INCLUDING GELATINOUS ELASTOMER CUSHION HAVING DEFORMABLE WALL MEMBERS AND RELATED METHODS	15/333,486
25	U.S.	BED LINEN PACKAGING	15/334,093
26	U.S.	TALL AND STURDY METAL MATTRESS PLATFORMS	15/335,332
27	U.S.	PACKAGED BED LINEN	29/587,296

SCHEDULE B

28	CA	PACKAGED MATTRESS CUSHION	169908
29	CA	MATTRESS CUSHION	169909
30	CA	MULTI-WALLED GELASTIC MATERIAL	2,610,549
31	AU	PACKAGED MATTRESS CUSHION	201614284
32	AU	MATTRESS CUSHION	201614795
33	CN	PACKAGED MATTRESS CUSHION	201630463279.7
34	CN	MATTRESS CUSHION	201630427017.5
35	EU	MULTI-WALLED GELASTIC MATERIAL	2,623,081
36	EU	MULTI-WALLED GELASTIC MATERIAL	1,935,388
37	WO	MULTI-WALLED GELASTIC MATTRESS SYSTEM	PCT/US11/48431