# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
TONY PEARCE	09/27/2021
RUSSELL WHATCOTT	09/27/2021

## **RECEIVING PARTY DATA**

Name:	PURPLE INNOVATION, LLC	
Street Address:	4100 N. CHAPEL RIDGE ROAD	
City:	LEHI	
State/Country:	UTAH	
Postal Code:	84043	

## **PROPERTY NUMBERS Total: 4**

Property Type	Number
Application Number:	29676872
Application Number:	29676862
Application Number:	29676858
Application Number:	29763711

## **CORRESPONDENCE DATA**

**Fax Number:** (801)375-3865

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.

Phone: (801)375-6600 Email: ipmail@djplaw.com

Correspondent Name: BRICK G. POWER, DENTONS

Address Line 1: 3301 NORTH THANKSGIVING WAY, SUITE 400

Address Line 4: LEHI, UTAH 84043

ATTORNEY DOCKET NUMBER: 54023-2004USI1/I2/I3/I4

NAME OF SUBMITTER: BRICK G. POWER

SIGNATURE: /brick g power/

DATE SIGNED: 12/23/2021

**Total Attachments: 3** 

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PATENT REEL: 058473 FRAME: 0722

Attorney Docket Nos. 54023-2004USI1 54023-2004USI2 54023-2004USI3

54023-2004USI4

### **ASSIGNMENT**

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

SELL, ASSIGN, AND TRANSFER to Purple Innovation, LLC, a Utah limited liability company having a place of business at 123 East 200 North, Alpine, UT 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) U.S. Design Patent Application No. 29/676,872, filed on January 15, 2019 and titled PILLOW ("the '872 Design Application"), issued as U.S. Design Patent D909,790 on February 9, 2021; (ii) U.S. Design Patent Application No. 29/676,862, filed on January 15, 2019 and titled PILLOW ("the '862 Design Application"), issued as U.S. Design Patent D909, 092 on February 2, 2021; (iii) U.S. Design Patent Application No. 29/676,858, filed on January 15, 2019 and titled PILLOW ("the '858 Design Application"), issued as U.S. Design Patent D917,926 on May 4, 2021; (iv) U.S. Design Patent Application No. 29/763,711, filed on December 22, 2020 and titled PILLOW ("the '711 Design Application") (the '872 Design Application, the '862 Design Application, '858 Design Application, and the '711 Design Application), collectively, the "Design Applications"); (v) any and all designs, design features, and improvements disclosed in the Design Applications (the "Improvements"); (vi) 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"); (vii) 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 (viii) 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;

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PATENT REEL: 058473 FRAME: 0723

Attorney Docket Nos. 54023-2004USI1 54023-2004USI2 54023-2004USI3 54023-2004USI4

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 Applications 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 Applications, 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 Applications, any Related Application, and/or the history of any of the 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 100 Pca 022B39678250	va	9/27/2021 Dated	
Name Address:	Tony M. Pearce 801 South 1230 East Alpine, UT 84004		
Name Address:	Russell Whatcott 3792 North Old Salty Way Eagle Mountain, UT 84005	Dated	

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Attorney Docket Nos. 54023-2004USI1

54023-2004USI2 54023-2004USI3 54023-2004USI4

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ASSIGNOR:			
		Dated	***************************************
Name	Tony M. Pearce		
Address:	801 South 1230 East		
	Alpine, UT 84004		
Puss Whatcott		9/27/2021	
AB1C6868FFC8468		Dated	
Name	Russell Whatcott		
Address:	3792 North Old Salty Way		
	Eagle Mountain, UT 84005		

SLC 5466752.2

RECORDED: 12/23/2021