

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES T. GRUTTA	06/13/2022
RUSSELL B WHATCOTT	06/10/2022
BRETT PEARSON	06/13/2022
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Street Address:	4100 NORTH CHAPEL RIDGE ROAD
City:	LEHI
State/Country:	UTAH
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PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17682649
PCT Number:	US2022018173
CORRESPONDENCE DATA	
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DATE SIGNED:	06/15/2022
Total Attachments: 2	
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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 4100 North Chapel Ridge Road, Lehi, Utah 84043, 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. Patent Application No. 17/682,649 filed on February 28, 2022 and titled CUSHIONING ELEMENTS WITH PRESSURIZABLE CELL (“the ’649 Application”); (ii) International Patent Application No. PCT/US2022/018173, filed on February 28, 2022 and titled CUSHIONING ELEMENTS WITH PRESSURIZABLE CELL (“the ’173 PCT Application”) (the ’649 Application and the ’173 PCT Application, collectively, “the Patent Applications”); (iii) any and all improvements disclosed in the Patent Applications (“the Improvements”); (iv) 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 (“the Related Applications”); (v) 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 (vi) 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 any and all patents or their legal equivalents in any jurisdiction relating to the Improvements;

AUTHORIZE AND REQUEST the issuing authority in any jurisdiction to issue any and all patents or their legal equivalents 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 divisional, continuing, substitute, renewal, reissue, and all other applications for patents or their legal equivalents relating to any and all of the Improvements; to execute all rightful oaths, declarations, powers of attorney, assignments, and other papers; 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 Patent 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, the Improvements, the Patent Applications, the Related Applications, and the histories thereof; 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 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:
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Dated 6/13/2022

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