

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511797

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PURPLE INNOVATION, INC.		02/26/2019	Corporation: DELAWARE
PURPLE INNOVATION, LLC		02/26/2019	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Delaware Trust Company, as Collateral Agent
<b>Street Address:</b>	251 Little Falls Drive
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	4060027	EQUAGEL
Registration Number:	4060095	EQUAPRESSURE
Registration Number:	5224883	HYPER-ELASTIC POLYMER
Registration Number:	5224901	HYPER-ELASTIC POLYMER
Registration Number:	5416146	HYPER-ELASTIC POLYMER
Registration Number:	5277596	NO PRESSURE
Registration Number:	5277682	NO PRESSURE
Registration Number:	5590875	NO PRESSURE
Registration Number:	5352289	
Registration Number:	5466468	
Registration Number:	5005282	PURPLE
Registration Number:	4060026	WONDERGEL
Serial Number:	88028622	PURPLE
Serial Number:	87865202	PURPLE
Serial Number:	88028625	PURPLE
Serial Number:	87919763	PURPLE
Serial Number:	88150411	PURPLE
Serial Number:	88150407	PURPLE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88150393	PURPLE
Serial Number:	88150390	PURPLE

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 212.318.6532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** Alana Gramer  
**Address Line 1:** 200 PARK AVE, 28TH FLOOR  
**Address Line 2:** C/O PAUL HASTINGS LLP  
**Address Line 4:** NEW YORK, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	1051442 TM
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER
<b>SIGNATURE:</b>	/ALANA GRAMER/
<b>DATE SIGNED:</b>	02/27/2019

**Total Attachments: 16**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of February 26, 2019, by and between (i) **COLISEUM CAPITAL PARTNERS, L.P.** (“**CCP**”), **BLACKWELL PARTNERS LLC – SERIES A** (“**Blackwell**”) and **COLISEUM CO-INVEST DEBT FUND, L.P.** (“**CCDF**” and, together with CCP and Blackwell, collectively “**Coliseum**” or “**Lender**”) and **DELAWARE TRUST COMPANY** as collateral agent on behalf of Lender (in such capacity, the “**Collateral Agent**”), and (ii) **PURPLE INNOVATION, INC.**, a Delaware corporation, (“**Parent Grantor**”) and (iii) **PURPLE INNOVATION, LLC**, a Delaware limited liability company (“**Borrower Grantor**” and, together with Parent Grantor, the “**Grantors**” and each, a “**Grantor**”).

RECITALS

A. Parent Grantor has executed and delivered a certain Guaranty, dated as of the date hereof, of the obligations and liabilities of Borrower Grantor to Lender (as may be amended, restated or otherwise modified from time to time, the “**Guaranty**”). Lender has agreed to lend money to Borrower Grantor, pursuant to that certain Amended and Restated Credit Agreement by and between Borrower Grantor and Lender, dated as of the date hereof (as may be amended, restated, or otherwise modified from time to time, the “**Credit Agreement**”), but only upon the condition that Parent Grantor shall grant to Lender a security interest in its Intellectual Property constituting Collateral (collectively, the “**Intellectual Property Collateral**”) to secure the obligations of Parent Grantor to Lender.

B. Borrower Grantor has executed and delivered the Credit Agreement, but only upon the condition that Borrower Grantor shall grant to Lender a security interest in its Intellectual Property Collateral to secure the obligations of Borrower Grantor to Lender.

C. Pursuant to the terms of the Credit Agreement, each Grantor has granted to the Collateral Agent, on behalf of Lender, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Capitalized terms used but not otherwise defined herein shall have the meanings given them under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations, each Grantor grants and pledges to the Collateral Agent, on behalf of Lender, a security interest in all of such Grantor’s right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof,

whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include (a) U.S. intent-to-use trademark application or “intent-to-use” service mark application before the filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto with the United States Patent and Trademark Office, to the extent that and during the period in which the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of any of any Grantor’s right, title, or interest therein of any such trademark or service mark application

under applicable federal law and (b) rights held under a permit, license or contract that are not assignable by their terms without the consent of the licensor, issuer or contract counterparty thereof (but only to the extent such restriction on assignment is enforceable under Applicable Law, and upon the termination of such restriction, such rights shall immediately become Collateral without any action by Borrower, Lender or the Collateral Agent, on behalf of Lender).

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender, or Collateral Agent, on behalf of Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender, or Collateral Agent on behalf of Lender, with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

PURPLE INNOVATION, INC.

By: 

Name: Joseph B. Megibow  
Title: Chief Executive Officer

PURPLE INNOVATION, LLC


By: 

Name: Joseph B. Megibow  
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**COLLATERAL AGENT:**

**DELAWARE TRUST COMPANY**

By:   
Name: Alan R. Halpern  
Title: Vice President

**LENDERS:**

COLISEUM CAPITAL PARTNERS, L.P.

By: Coliseum Capital, LLC, its General Partner

By:   
Name: Chris Shackelton  
Title: Manager

BLACKWELL PARTNERS LLC – Series A

By: Coliseum Capital Management, LLC, its  
Attorney-in-Fact

By:   
Name: Chris Shackelton  
Title: Managing Partner

COLISEUM CO-INVEST DEBT FUND, L.P.

By: Coliseum Capital, LLC, its General Partner


By:   
Name: Chris Shackelton  
Title: Manager



EXHIBIT A

Copyrights

<b>Title</b>	<b>Description</b>	<b>Registration No.</b>
About WonderGel	Pages from WonderGel website (no longer active/accessible)	TX00081474016
Powerbase Software	Software to run Powerbase on a smartphone	N/A
Purple Advertisements/Videos	Purple advertisements and videos on YouTube; Facebook; Television; Radio; Etc.	N/A
Purple webpage	Purple's webpages ( <a href="https://purple.com/">https://purple.com/</a> )	N/A

EXHIBIT B

Patents

<b>Title</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Country</b>	<b>Status</b>
<b>SCREED MOLD METHOD</b>	10775043	7666341	US	Issued
<b>GEL WITH WIDE DISTRIBUTION OF MW IN MID-BLOCK</b>	11345622	7964664	US	Issued
<b>MULTI-WALLED GELASTIC MATERIAL</b>	1162099	7730566	US	Issued
	2007234572	2007234572	AU	Issued
	20070299631 Pub. No. 2008188412		JP	Pending
<b>MULTI-WALLED GELASTIC MATERIAL</b>	2610549	2610549	CA	Issued
	7022240	1935388	EU	Issued
<b>MULTI-WALLED GELASTIC MATERIAL</b>	12767181	7827636	US	Issued
	13165920	2623081	EU	Issued
<b>MULTI-WALLED GELASTIC MATERIAL</b>	12767215	7823233	US	Issued
<b>MULTI-WALLED GELASTIC MATERIAL</b>	12767263	7823234	US	Issued
<b>MULTI-WALLED GELASTIC MATTRESS SYSTEM</b>	12859351	8607387	US	Issued
	2011291557	2011291557	AU	Issued
	2811506	2811506	CA	Issued
	11818830	2605688	EU	Issued
<b>RIBBED GEL</b>	12287057	8424137	US	Issued
<b>CUSHIONS COMPRISING GEL SPRINGS</b>	12287047	8434748	US	Issued
<b>ALTERNATING PATTERN GEL CUSHIONING ELEMENTS AND RELATED METHODS</b>	12229724	8075981	US	Issued
<b>CUSHIONS COMPRISING DEFORMABLE MEMBERS AND RELATED METHODS</b>	12784247	8932692	US	Issued
<b>CUSHIONS COMPRISING CORE STRUCTURES AND RELATED METHODS</b>	12784346	8628067	US	Issued
<b>GEL PUTTIES, ARTICLES COMPRISING SAME, AND METHODS OF FORMING SUCH GEL PUTTIES AND ARTICLES</b>	13098182	9315648	US	Issued

<b>Title</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Country</b>	<b>Status</b>
<b>BREATHABLE GEL</b>	13420999	9603461	US	Issued
<b>CUSHIONING ELEMENTS COMPRISING ELASTOMERIC MATERIAL AND METHODS OF FORMING SAME</b>	13454874	8784982	US	Issued
<b>CUSHIONING ELEMENTS COMPRISING ELASTOMERIC MATERIAL AND METHODS OF FORMING SAME</b>	2834087	2834087	CA	Issued
<b>CUSHIONING ELEMENTS COMPRISING BUCKLING WALLS AND METHODS OF FORMING SUCH CUSHIONING ELEMENTS</b>	13566736	8919750	US	Issued
<b>PORTABLE CUSHIONS INCLUDING DEFORMABLE WALL MEMBERS, AND RELATED METHODS</b>	14213229	9051169	US	Issued
<b>SMALL FOOTPRINT APPARATUS, METHOD, AND TOOLING FOR MOLDING LARGE THERMOPLASTIC PARTS</b>	14144362	9446542	US	Issued
<b>MATTRESSES AND MATTRESS TOPPERS INCLUDING KNITTED FABRIC, AND RELATED METHODS</b>	15062621 Pub. No. 20170251825		US	Pending
	2017228982		AU	Pending
	3016700		CA	Pending
	2017800159999		CN	Pending
	17763791.5		EU	Pending
	2018545846		JP	Pending
	1020187028892		KR	Pending
	10607364 Pub. No. 201800038		TW	Pending
<b>CUSHIONS INCLUDING A COATED ELASTOMERIC CUSHIONING ELEMENT AND RELATED METHODS</b>	15062674 Pub. No. 20170251824		US	Pending
	2017228983		AU	Pending
	Pub. No. 3016702		CA	Pending
	2017800160214		CN	Pending
	17763792.3		EU	Pending
	2018545840		JP	Pending
	10200187028893		KR	Pending

Title	Application No.	Patent No.	Country	Status
	106107365 Pub. No. 201800039		TW	Pending
<b>ELASTOMERIC CUSHION MEMBERS INCLUDING PERFORATED SKINS AND RELATED METHODS</b>	15062847 Pub. No. 20170254379		US	Pending
	106107011 Pub. No. 201731407		TW	Pending
<b>CUSHION COVER WITH INTEGRALLY KNIT, HIGH-RELIEF GRAPHIC FEATURE AND CUSHIONS EMPLOYING SUCH CUSHION COVERS</b>	15063143 Pub. No. 20170254003		US	Pending
	2017228991 Pub. No. 3016707		AU CA	Pending Pending
	201780016055		CN	Pending
	17763799.8		EU	Pending
	2018545841		JP	Pending
	1020187028894		KR	Pending
	106107012 Pub. No. 201731736		TW	Pending
<b>BAG FOR SHIPPING A CUSHION AND RELATED METHODS</b>	15063114	9796522	US	Issued
	2017228993 Pub. No. 3016874		AU CA	Pending Pending
	Unknown		CN	Pending
	17763801.2		EU	Pending
	106107013 Pub. No. 201731732		TW	Pending
	<b>METHODS FOR PACKING, SHIPPING, AND UNPACKING A CUSHION</b>	15611567 Pub. No. 20170267442		US
<b>A BAG FOR ENCLOSING A CUSHION</b>	15968570 Pub. No. 20180244462		US	Pending
<b>CUSHIONS COMPRISING A NON-SLIP ELASTOMERIC CUSHIONING ELEMENT</b>	15058637 Pub. No. 20160262561		US	Pending
<b>MATTRESS TOPPERS, AIR TABLES FOR MAKING MATTRESS TOPPERS, AND RELATED METHODS</b>	15063192 Pub. No. 20170251838		US	Pending
	Unknown		CN	Pending
	17763802.0		EU	Pending

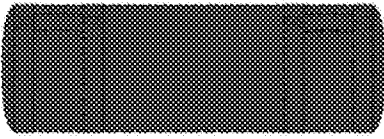
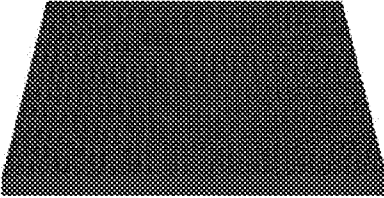
Title	Application No.	Patent No.	Country	Status
	106107014 Pub. No. 201731423		TW	Pending
<b>AIR TABLES FOR MAKING MATTRESS TOPPERS, AND RELATED METHODS</b>	15880163 Pub. No. 20180148275		US	Pending
<b>MATTRESS CUSHION</b>	29557601	D799858	US	Issued
	201614795	201614795	AU	Issued
	169909	169909	CA	Issued
	201630427017.50	201630427017.50	CN	Issued
	003338482-0002	003338482-0002	EU	Issued
<b>MATTRESS CUSHION</b>	29607428		US	Pending
	201614286	201614286	AU	Issued
<b>PACKAGED MATTRESS CUSHION</b>	29557162	D784731	US	Issued
	201614284	201614284	AU	Issued
	169908	169908	CA	Issued
	201630463279.70	201630463279.70	CN	Issued
	003338482-0001	003338482-0001	EU	Issued
<b>BED LINENS, AND RELATED BEDDING ASSEMBLIES AND METHODS</b>	15298759 Pub. No. 20180110348		US	Pending
	PCT/US2017/057127 Pub. No. WO2018075609		PCT	Pending
	106136182 Pub. No. 201816214		TW	Pending
<b>MATTRESS PROTECTORS, MATTRESSES COVERED BY MATTRESS PROTECTORS, AND RELATED METHODS</b>	15272162 Pub. No. 20180078048		US	Pending
	PCT/US2017/052462 Pub. No. WO2018057595		PCT	Pending
	106132217 Pub. No. 201813613		TW	Pending
<b>PILLOW INCLUDING GELATINOUS ELASTOMER CUSHION HAVING DEFORMABLE WALL MEMBERS AND RELATED METHODS</b>	15333486 Pub. No. 20180078062		US	Pending
	PCT/US2017/052421 Pub. No. WO2018007572		PCT	Pending
	2017800053903		CN	Pending

Title	Application No.	Patent No.	Country	Status
	Pub. No. 108697250			
	106132218 Pub. No. 201813558		TW	Pending
<b>TALL AND STURDY METAL MATTRESS PLATFORMS</b>	15335332 Pub. No. 20180110339		US	Pending
	PCT/US2017/057215 Pub. No. WO2018080872		PCT	Pending
	106136734 Pub. No. 201815323		TW	Pending
<b>BED LINEN PACKAGING</b>	15334093 Pub. No. 20180111749		US	Pending
	PCT/US2017/057210 Pub. No. WO2018080871		PCT	Pending
	106136732 Pub. No. 201815324	I642391	TW	Issued
<b>BED LINEN PACKAGING</b>	15902737 Pub. No. 20180178971		US	Pending
<b>PACKAGING FOR BED LINEN</b>	29587296	D831478	US	Issued
	201713513	201713513	AU	Issued
	175312	175312	CA	Issued
	201730238284.2	201730238284.2	CN	Issued
	004043354-0001	004043354-0001	EU	Issued
	294575-IN		IN	Pending
	12530/2017	1594708	JP	Issued
	30-2017-00026582	30-0956695	KR	Issued
	A2017/00945	A2017/00945	ZA	Issued
<b>ADJUSTABLE BED FOUNDATIONS AND RELATED METHODS</b>	15835052 Pub. No. 20180168359		US	Pending
	PCT/US2017/065144 Pub. No. WO2018111687		PCT	Pending
	106144221 Pub. No. 201822684		TW	Pending
<b>CUSHIONS INCLUDING A COATED ELASTOMERIC CUSHIONING ELEMENT AND RELATED METHODS</b>	15654948		US	Pending
	PCT/US2018/041455		PCT	Pending
	107125120		TW	Pending

<b>Title</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Country</b>	<b>Status</b>
<b>CUSHIONS AND SHOE INSOLES COMPRISING ELASTOMERIC MATERIAL AND METHODS OF FORMING SAME</b>	15700786		US	Pending
	2018226458		AU	Pending
	3016790		CA	Pending
	2018110537995		CN	Pending
	18193646.9		EU	Pending
	2018-169329		JP	Pending
<b>MATTRESSES INCLUDING SPACER FABRIC AND RELATED METHODS</b>	15662934		US	Pending
	PCT/US2018/042331		PCT	Pending
	2018108002376		CN	Pending
	107126144		TW	Pending
<b>PART EXTRACTOR DEVICE FOR REMOVING ELASTOMERIC PARTS FROM A MOLD, AND RELATED METHODS</b>	15816895		US	Pending
	2018107858257		CN	Pending
<b>MATTRESS WITH STIFF CORNERS AND RELATED METHODS</b>	15817039		US	Pending
	201808252600		CN	Pending
<b>METHOD OF FABRICATING CUSHIONS FOR IMPROVED YIELD</b>	62588211		US	Pending
<b>MATTRESS CUSHIONS INCLUDING POCKETED COILS AND BUCKLING GEL COLUMNS, AND RELATED METHODS</b>	15816983		US	Pending
	2018108116841		CN	Pending
<b>PET CUSHION</b>	15861278		US	Pending
<b>PILLOW INCLUDING GELATINOUS ELASTOMER CUSHIONING MATERIALS</b>	15936175 Pub. No. 20180305199		US	Pending
<b>BLANKET</b>	29661680		US	Pending
<b>PILLOW COVERS AND PILLOWS</b>	62716888		US	Pending

EXHIBIT C

Trademarks

<b>Country(ies)</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Application No.</b>
US	<b>EQUAGEL</b>	4060027	85301823
US	<b>EQUAPRESSURE</b>	4060095	85302923
CA	<b>Hyper-Elastic Polymer</b>		1846215
Madrid - AU, CN, EM, GB, JP, KR & NZ – designated, all pending	<b>Hyper-Elastic Polymer</b>	1395349	
US	<b>Hyper-Elastic Polymer</b>	5224883	87057122
US	<b>Hyper-Elastic Polymer</b>	5224901	87070748
US	<b>Hyper-Elastic Polymer</b>	5416146	87495203
ZA	<b>Hyper-Elastic Polymer</b>		201718159
ZA	<b>Hyper-Elastic Polymer</b>		201718157
CA	<b>No Pressure</b>		1835187
Internaional (Madrid) - AU, CN, EM, JP, KR & NZ – all designated, granted only in AU, NZ, EM	<b>No Pressure</b>	1357042	
US	<b>No Pressure</b>	5277596	87057091
US	<b>No Pressure</b>	5277682	87070760
US	<b>No Pressure</b>	5590875	87226822
ZA	<b>No Pressure</b>		201717901
ZA	<b>No Pressure</b>		201717902
US	<b>Purple (color mark)</b> 	5352289	87195495
US	<b>Purple (color mark)</b> 	5466468	87195482
US	<b>Purple (Stylized)</b>		88028622



Country(ies)	Mark	Registration No.	Application No.
	<b>purple</b>		
US	Purple (Stylized) <b>purple</b>		87865202
US	Purple (word mark)		88028625
CA	Purple (word mark)		1835184
EM	Purple (word mark)	16479933	16479933
International (Madrid) - AU, CN, EM & NZ – all designated, granted only in EM	Purple (word mark)	1290946	
KR	Purple (color mark)		40-2017-0053385
US	Purple (word mark)	5005282	86671335
US	Purple (word mark)		87919763
CA	Purple Glove		1921228
GB	Purple Glove		3339583
US	WONDERGEL	4060026	85301809
US	PURPLE (word mark)		88150411
US	PURPLE (logo)		88150407
US	PURPLE (word mark)		88150393
US	PURPLE (logo)		88150390

EXHIBIT D

Mask Works

NONE