

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564133

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900535075		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EdiZONE, LLC		02/03/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Purple Innovation, LLC		
Street Address:	4100 Chapel Ridge Rd. Suite 200		
City:	Lehi		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4633324	SOMNIGEL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4357707173		
Email:	James.L@purple.com		
Correspondent Name:	James Lasron		
Address Line 1:	4100 Chapel Ridge Rd. Suite 200		
Address Line 4:	Lehi, UTAH 84043		
ATTORNEY DOCKET NUMBER:	54023-1020US		
NAME OF SUBMITTER:	James A Larson		
SIGNATURE:	/James A Larson/		
DATE SIGNED:	02/27/2020		
Total Attachments: 2			
source=scan#page1.tif			
source=scan#page2.tif			

TRADEMARK ASSIGNMENT

This TRADE MARK ASSIGNMENT AGREEMENT (this "*Assignment*") is made and entered into as of February 3, 2020 ("*Effective Date*") by and between EdIZONE, LLC ("*Assignor*"), and Purple Innovation, LLC ("*Assignee*") (each of Assignor and Assignee a "*Party*", and collectively, the "*Parties*").

WHEREAS, Assignor wish to assign to Assignee, and Assignee wishes to acquire from Assignor, any and all right, title and interest that Assignor owns in the trademark, SOMNIGEL, U.S. Registration No. 4,633,324, as well as any common law trademark to SOMNIGEL, including all common law rights associated therewith and all goodwill of the business associated therewith and symbolized thereby (, the "*Trade Marks*");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby irrevocably and unconditionally assigns to Assignee, all of Assignor's right, title, and interest in and to the Trade Marks, together with the goodwill of the business symbolized by the Trade Marks, as successor of the business to which the Trade Marks relate. Assignor further irrevocably and unconditionally assigns to Assignee the right to bring all claims for past, present, and future infringement, misappropriation, or other violation of the Trade Marks, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement, misappropriation, or other violation as well as the right to grant releases for past infringements.
2. Assignor hereby requests the United States Patent and Trademark Office (USPTO), and any corresponding entities or agencies in any applicable jurisdictions, to record Assignee as the assignee and owner of the Trade Marks.
3. Assignee agrees to indemnify, defend and hold Assignor, as well as Terry Pearce and Tony Pearce, collectively and individually, harmless from any and all claims, suits, liability, demands, damages, government fines and actions, expenses and losses, including any and all other actions, whether past, present or future, relating to or resulting, directly or indirectly, from the Trade Marks or this Assignment.
4. This Assignment Agreement shall be construed and interpreted in accordance with the laws of the State of Utah without giving effect to any principles of conflict of laws.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

EdIZONE, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

Purple Innovation, LLC

By: _____

Name: _____

Title: _____