

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bored Games, Inc.		04/28/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Purple Innovation, LLC		
Street Address:	4100 North Chapel Ridge Road		
Internal Address:	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	
Serial Number:	88752253	FURRPLES	
CORRESPONDENCE DATA			
Fax Number:	8013753865		
<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		
Address Line 1:	3301 North Thanksgiving Way		
Address Line 2:	Suite 400		
Address Line 4:	Lehi, UTAH 84043		
ATTORNEY DOCKET NUMBER:	54023-FURRPLES		
NAME OF SUBMITTER:	Brick G. Power		
SIGNATURE:	/brick g power/		
DATE SIGNED:	05/04/2020		
Total Attachments: 8			
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COEXISTENCE and ASSIGNMENT AGREEMENT

THIS COEXISTENCE AND ASSIGNMENT AGREEMENT (“Agreement”) is entered into by and between Purple Innovation, LLC, having its principal place of business at 4100 North Chapel Ridge Road, Suite 200, Lehi, Utah 84043 (“Purple” or “Assignee”) and Bored Games, Inc. having its principal place of business at 109 Glen Park Avenue, Toronto, Ontario, Canada (“Bored” or “Assignor”). This Agreement is entered into as of the last date written below (the “Effective Date”).

RECITALS

WHEREAS, Bored owns and/or uses and has applied for the trademark FURRPLES, as set forth in the attached Exhibit A, in the United States for a variety of goods and services and specifically in international class 28 (the “Bored Mark”);

WHEREAS, Purple desires to purchase the Bored Mark;

WHEREAS, Purple desires to register additional marks, including, but not limited to, FURPLE in class 28 as well as additional classes with the USPTO, to utilize its mark in the market, and to prevent confusion in the market; and

WHEREAS, Bored desires to continue utilizing the mark FURPLE HEARTS (defined further herein) and to prevent confusion in the market;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual representations, promises, terms and conditions contained herein, receipt of which is hereby acknowledged, and intending to be bound, the parties agree as follows:

TERMS OF AGREEMENT

I. BORED’S OBLIGATIONS

A. Assignment of Trademark Rights

1. Assignor hereby irrevocably and unconditionally assigns to Assignee, all of Assignor’s right, title, and interest in and to the Bored Mark, together with the goodwill of the business symbolized by the Bored Mark, as successor of the business to which the Bored Mark 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 Bored Mark, 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 Bored Mark.

- B. Bored confirms that it does not object to Purple's use of the Bored Mark now or in the future and pursuant to the terms of this Agreement as well as the current application for trademark registration (before the USPTO) listed in Exhibit A for the description of goods "Modeled plastic toy figurines; Plush toys; Stuffed toys; Toy animals."
- C. Bored agrees that it will not object to, oppose, cancel, or otherwise interfere with Purple's use, adoption, application for registration, registration, and maintenance of FURPLE, FURPLES, FURRPLE or FURRPLES ("Purple Marks") or any future Purple mark regardless of class of goods. Bored further agrees not to file any future marks utilizing FURPLE by itself but has all rights to utilize FURPLE HEARTS and potential derivatives that utilize both words.
- D. Bored, if requested by Purple, agrees to provide a disclaimer on its website, if there is a reasonable question whether the Bored Mark, the Purple Marks and the FURPLE HEARTS mark are related. Such disclaimer shall include the following:
 - i. "FURPLE HEARTS is a registered trademark of Bored Games, Inc. and is not affiliated with Purple Innovation, LLC."
- E. Bored agrees to the coexistence of Purple Marks with Bored's FURPLE HEARTS mark regardless if the goods are the same, similar or related.
- F. Bored understands and agrees that these prohibitions against use and registration, with those exceptions allowed and defined above, extend to use as all types of designations, including but not limited to trademarks, trade names, domain names, email addresses, user names, group names, and marketing materials.
- G. Bored agrees to execute any assignment necessary to perfect Purple's rights in the Bored Mark with the USPTO or otherwise.
- H. Bored agrees to release Purple from any current or future intellectual property infringement as it relates to the Bored Mark, Purple Marks or related marks and the goods associated therewith. Bored understands that the goods may be similar or related and agrees to the coexistence of those goods and the marks associated therewith. Bored agrees to a mutual respect not to copy the product of Purple.

II. PURPLE'S OBLIGATIONS

- A. **Acknowledgement of Trademark Rights:** Purple hereby recognizes and acknowledges Bored's ownership rights in and to the Bored Mark, all of the goodwill associated therewith, and Bored's senior rights, prior to this assignment, to that mark over Purple's Marks. Purple acknowledges the Bored Mark encompasses a prominent feature of the FURPLE HEARTS mark.
- B. **Consideration**

1. Purple agrees to pay Bored thirty thousand dollars (\$30,000) for the Bored Mark in accordance with the assignment provision set forth herein. Payment is to be made within ten (10) business days upon full execution of this Agreement.
 2. Payment will be made through wire transfer of funds to an account provided by Bored or Bored's legal counsel.
- C. Purple agrees that it will not object to, oppose, cancel, or otherwise interfere with Bored's use, adoption, application for registration, registration, and maintenance of FURPLE HEARTS.
- D. Purple agrees to the coexistence of Bored's FURPLE HEARTS mark with Purple Marks regardless if the goods are the same, similar or related.
- E. Purple agrees to cover all costs related to the continued trademark prosecution of the Bored Mark.
- F. Purple agrees to release Bored from any current or future intellectual property infringement as it relates to the Bored FURPLE HEARTS trademark. Purple understands that the goods may be similar or related and agrees to the coexistence of those goods and the marks associated therewith. Purple agrees to a mutual respect not to copy the product of Bored.
- G. Purple, if requested by Bored, agrees to provide a disclaimer on its website, if there is a reasonable question whether the Bored Mark and the FURPLE HEARTS mark are related. Such disclaimer shall include the following:
- i. "FURPLE" is a registered trademark of Purple Innovation, LLC and is not affiliated with Bored Games, Inc"

III. MISCELLANEOUS PROVISIONS

- A. Geographic scope of Agreement: The geographic scope of this Agreement is within the United States.
- B. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective parent companies, subsidiaries, licensees, successors, corporate affiliates, related companies, and assigns.
- C. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to such subject matter.

- D. Amendment and Modification: This Agreement may not be altered, amended, modified, or otherwise changed in any respect except by an instrument in writing duly executed by authorized representatives of each of the parties hereto.
- E. Representation by Counsel: The parties to this Agreement acknowledge that they have had the opportunity to seek legal counsel concerning the matter resolved by this Agreement and the Agreement itself. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement without any uncertainty or ambiguity being interpreted against any particular party due to that party's involvement in writing, modifying, or deleting any portion of this Agreement.
- F. Disputes and Interpretation
1. Breach or Default: Nothing in this Agreement will be construed so as to impair any legal or equitable right of any party hereto to enforce any of the terms of this Agreement by any means, including without limitation, an action for damages or a suit to obtain specific performance of any or all of the terms of this Agreement. It is hereby expressly acknowledged by all parties to this Agreement that a breach by either party will cause such injury to the other party as U.S. federal law and the laws of the State of Utah recognize as immediate and irreparable and that preliminary and permanent injunctive relief would be appropriate in the event of such breach.
 2. Governing Law: This Agreement and all actions for the breach thereof will be governed, construed, and interpreted in accordance with federal law and/or the laws of the State of Utah without regard to or application of choice of law rules or principles. The parties further acknowledge and agree that any non-contractual cause of action that either party may assert, including but not limited to trademark infringement, trademark dilution, passing off, false designation of origin, unfair competition and other non-contractual causes of action, will be governed by U.S. federal law and the law of the State of Utah.
- G. Representation as to Authority: The parties to this Agreement represent and warrant that they have the sole right and exclusive authority to execute this Agreement and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any interest, right, claim or demand, or portion thereof, relating to any matter in this Agreement.
- H. Severability: If any term, clause, or provision of this Agreement shall be judged invalid, the validity of any other term, clause, or provision shall not thereby be affected, and such invalid term, clause, or provision shall be deemed deleted from this Agreement.

- I. Headings: The paragraph headings contained in this Agreement are provided for convenience only and shall not be considered in the interpretation and construction of this Agreement.
- J. Execution of other documents: The parties agree to cooperate to effectuate the intent and terms of this Agreement and agree to execute such any and other papers or documents required or necessary to affect the terms and obligations contained in this Agreement.
- K. Notice: All notices, consents, requests and demands to or upon the respective parties hereto must be in writing and delivered either in person, by mail (certified or registered mail, postage prepaid), by facsimile (but only if followed by a prompt confirmation by personal delivery or mail in accordance with the foregoing), or by Federal Express or a similar recognized courier service (all charges prepaid), to the following addresses ("Notice"). Such Notice will be effective upon receipt.

For Purple Innovation, LLC:

Casey McGarvey
CLO
Purple Innovation, LLC
4100 North Chapel Ridge Road, Suite 200,
Lehi, Utah 84043
Casey@purple.com

With a copy to:

James Larson, Esq.
Durham Jones & Pinegar, P.C.
3301 Thanksgiving Way, Suite 400
Lehi, UT 84043
jl Larson@diplaw.com

For Bored Games, Inc.:

Charles Reichmann
CEO
Bored Games, Inc.
109 Glen Park Avenue,
Toronto, Ontario, M3H3L2
Canada
cr@boredgamestoys.com

With a copy to:
David Barman

17071 West Dixie Highway
North Miami Beach FL 33162
David@thepatentman.com

- L. Execution: The Agreement may be executed in counterparts with the same force and effect as if executed in one complete document. If one or more copies of counterparts of this Agreement are executed, each such copy or counterpart shall constitute a duplicate original hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF AND INTENDING TO BE BOUND, the parties hereby execute this Agreement through their duly authorized representatives.

Purple Innovation, LLC


By: Craig L. Phillips _____

Name: Craig L. Phillips _____

Title: Chief Financial Officer _____

Date: Apr 28, 2020 _____

Bored Games, Inc

By:  _____

Name: Charles Reichmann _____

Title: Chief Exective Officer _____

Date: April 28, 2020 _____

EXHIBIT A

Mark	Application No.	Date Filed	Date Registered	Current Owner
FURRPLES	88/752,253	9 Jan 2020	N/A	Bored Games, Inc.