

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596070

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DELAWARE TRUST COMPANY, AS COLLATERAL AGENT		09/03/2020	a Delaware state chartered trust company: DELAWARE

RECEIVING PARTY DATA

Name:	Purple Innovation, Inc.
Street Address:	4100 North Chapel Ridge Road
Internal Address:	Suite 200
City:	LEHI
State/Country:	UTAH
Postal Code:	84043
Entity Type:	Corporation: DELAWARE
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: 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	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5661555	PURPLE
Registration Number:	5659565	PURPLE
Registration Number:	5661556	PURPLE
Registration Number:	5005282	PURPLE
Registration Number:	5659866	PURPLE
Registration Number:	4060026	WONDERGEL
Registration Number:	5906647	PURPLE
Registration Number:	5906646	PURPLE
Registration Number:	5906645	PURPLE
Registration Number:	5906644	PURPLE

CORRESPONDENCE DATA

Fax Number: 2033255001

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: 2033255049

Email: mholmes@fdh.com

Correspondent Name: Matthew Holmes

Address Line 1: Six Landmark Square

Address Line 2: Floor Six

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER: Matthew Holmes

SIGNATURE: /Matthew Holmes/

DATE SIGNED: 09/04/2020

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “Release”) is made as of September 3, 2020, by COLISEUM CAPITAL PARTNERS, L.P. (“CCP”), BLACKWELL PARTNERS LLC - SERIES A (“Blackwell”), COLISEUM CO-INVEST DEBT FUND, L.P. (“CCDF” and, together with CCP and Blackwell, the “Lenders”) and DELAWARE TRUST COMPANY, a Delaware state chartered trust company, as collateral agent on behalf of the Lenders (in such capacity, the “Collateral Agent”; and together with the Lenders, the “Secured Parties”), in favor of PURPLE INNOVATION, INC., a Delaware corporation, (“Parent Grantor”) and PURPLE INNOVATION, LLC, a Delaware limited liability company (“Borrower Grantor” and, together with Parent Grantor, the “Grantors” and each, a “Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Amended & Restated Credit Agreement, dated as of February 26, 2019 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the “Credit Agreement”), by and among Borrower Grantor and the Secured Parties, (ii) that certain Amended and Restated Parent Guaranty, dated as of February 26, 2019 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the “Parent Guaranty”), by the Parent Grantor in favor of the Lenders, (iii) that certain Guarantor Security Agreement, dated as of February 26, 2019 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the “Parent Security Agreement”), by and among the Secured Parties and the Parent Grantor, and (iv) that certain Intellectual Property Security Agreement, dated as of February 26, 2019 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the “Intellectual Property Security Agreement”), by and among the Secured Parties and the Grantors, the Grantors respectively granted to the Secured Parties a security interest in and continuing lien on all of each Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement), including, without limitation, the Trademarks (as defined in the Intellectual Property Security Agreement) identified on Schedule 1 attached hereto;

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office with respect to Trademarks on February 27, 2019 at Reel 006575, Frame 0262;

WHEREAS, each Grantor has satisfied in full the terms of the Credit Agreement, the Parent Guaranty, the Parent Security Agreement and the Intellectual Property Security Agreement, respectively, and requests a release of the Intellectual Property Collateral, including, without limitation, the Trademarks; and

WHEREAS, the Secured Parties (in the case of the Collateral Agent, at the direction of the Lenders, which is hereby given) desire to terminate and grant a release of the Intellectual Property Collateral, including, without limitation, the Trademarks, as provided in this Release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Parties (in the case of the Collateral Agent, at the direction of the Lenders, which is hereby given) do hereby agree as follows:

1. Each of the Secured Parties (in the case of the Collateral Agent, at the direction of the Lenders, which is hereby given) hereby (a) terminates the Intellectual Property Security Agreement, (b) releases, relinquishes, terminates and discharges the Intellectual Property Collateral in its entirety and (c) reassigns to the Grantors any and all right, title and interest of any nature whatsoever which it may hold in or to the Intellectual Property Collateral (including, without limitation, the Trademarks identified on Schedule 1 attached hereto).
2. Each of the Secured Parties (in the case of the Collateral Agent, at the direction of the Lenders, which is hereby given) hereby (a) authorizes each Grantor and its successors, assigns or other legal representatives to

file this Release with the U.S. Patent and Trademark Office and any other applicable government agencies or bodies to evidence and effectuate the release and termination of the Secured Parties' security interest in the Intellectual Property Collateral and (b) authorizes the Commissioner for Trademarks and any other applicable government officials to record and register this Release.

3. At the reasonable request and sole expense of the Grantors, each of the Lenders agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions (including, without limitation, issuing appropriate instructions to the Collateral Agent) necessary to carry out the purposes of this Release.

4. Delivery of an executed signature page of this Release by facsimile or electronic transmission (e.g., email of a PDF file) shall be as effective as delivery of a manually executed counterpart hereof. The words "executed," "signed," "signature," and words of like import in this Release shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature page follows]

IN WITNESS WHEREOF, each of the Secured Parties has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COLISEUM CAPITAL PARTNERS, L.P.

By: Coliseum Capital, LLC, its General Partner



By: Christopher Shackelton
Title: Manager

BLACKWELL PARTNERS LLC – SERIES A

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



By: Christopher Shackelton
Title: Managing Partner

COLISEUM CO-INVEST DEBT FUND, L.P.

By: Coliseum Capital, LLC, its General Partner



By: Christopher Shackelton
Title: Manager

DELAWARE TRUST COMPANY

By:
Title:

[Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007045 FRAME: 0719

IN WITNESS WHEREOF, each of the Secured Parties has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COLISEUM CAPITAL PARTNERS, L.P.

By: Coliseum Capital, LLC, its General Partner

By:
Title:

BLACKWELL PARTNERS LLC – SERIES A

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

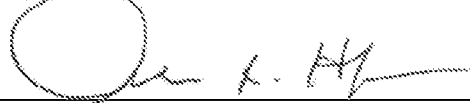
By:
Title:

COLISEUM CO-INVEST DEBT FUND, L.P.

By: Coliseum Capital, LLC, its General Partner

By:
Title:

DELAWARE TRUST COMPANY



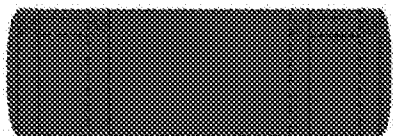
By: Alan R. Halpern
Title: Vice President

[Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007045 FRAME: 0720

Schedule 1

Trademarks

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

Country(ies)	Mark	Registration No.	Application No.
US	Purple (color mark) 	5466468	87195482
US	Purple (Stylized) purple	5661555	88028622
US	Purple (Stylized) purple	5659565	87865202
US	Purple (word mark)	5661556	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)	5659866	87919763
CA	Purple Glove		1921228
GB	Purple Glove		3339583
US	WONDERGEL	4060026	85301809
US	PURPLE (word mark)	5906647	88150411

Country(ies)	Mark	Registration No.	Application No.
US	PURPLE (logo)	5906646	88150407
US	PURPLE (word mark)	5906645	88150393
US	PURPLE (logo)	5906644	88150390