

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advanced Comfort Technologies, Inc.		09/27/2022	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Purple Innovation, LLC		
<b>Street Address:</b>	4100 N. Chapel Ridge Road, Suite 200		
<b>City:</b>	Lehi		
<b>State/Country:</b>	UNITED STATES		
<b>Postal Code:</b>	84043		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5466487	FIRM AND SOFT	
<b>Registration Number:</b>	6647741	GELEE	
<b>Registration Number:</b>	2993648	INTELLIBED	
<b>Registration Number:</b>	6278886	INTELLIBED	
<b>Registration Number:</b>	5504521	INTELLIBED CELESTIAL	
<b>Registration Number:</b>	5897567	MATRIX	
<b>Serial Number:</b>	88750542	SLEEP GENIUS	
<b>Registration Number:</b>	6412727	SLEEP GENIUS	
<b>Registration Number:</b>	6412728	SLEEP GENIUS	
<b>Serial Number:</b>	88751000	SLEEP GENIUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8013756600		
<b>Email:</b>	james.l@purple.com		
<b>Correspondent Name:</b>	James A. Larson		
<b>Address Line 1:</b>	4100 N. Chapel Ridge Road, Suite 200		
<b>Address Line 4:</b>	Lehi, UTAH 84043		

OP \$265.00 5466487

<b>NAME OF SUBMITTER:</b>	James A. Larson
<b>SIGNATURE:</b>	/James A. Larson/
<b>DATE SIGNED:</b>	10/06/2022
<b>Total Attachments: 4</b> source=2022-09-27 ACTI Trademark Assignment 54023-100#page1.tif source=2022-09-27 ACTI Trademark Assignment 54023-100#page2.tif source=2022-09-27 ACTI Trademark Assignment 54023-100#page3.tif source=2022-09-27 ACTI Trademark Assignment 54023-100#page4.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), dated this 27<sup>th</sup> day of September, 2022, is entered into by and between Advanced Comfort Technologies, Inc., a Utah corporation (the “**Assignor**”), and Purple Innovation, LLC, a Delaware limited liability company (the “**Assignee**”).

### RECITALS

WHEREAS, the Assignor is the owner of all rights, title, and interests in the trademarks set forth in the attached **Schedule A** (the “**Marks**”);

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s rights, title, and interests in and to the Marks;

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

1. The Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee hereby accepts, the Assignor’s entire rights, titles, and interests, whether now existing or hereafter acquired, in and to the Marks, together with all the associated goodwill of its business symbolized by the Marks, and all applications and registrations of the Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Marks, including infringement of the Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee’s own name; provided that, with respect to United States intent-to-use trademark applications set forth in **Schedule A**, the transfer of such applications accompanies the transfer of the Assignor’s business, or portion of the business to which the intent-to-use trademark application pertains, and that business is ongoing and existing.

2. The Assignor will provide to the Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance, and do all acts and take such further action, including the execution, acknowledgment and delivery of such additional documents as the Assignee may reasonably request and as may be required under the applicable trademark laws and requirements, to carry out and fulfill the purposes and intent of this Trademark Assignment.

3. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

4. All matters relating to the interpretation, construction, validity and enforcement of this Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Utah.

5. Whenever possible, each provision of this Trademark Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision

of this Trademark Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trademark Assignment.

6. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Assignment by facsimile transmission or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR: Advanced Comfort Technologies, Inc.

By: Casey McGarvey

Name: Casey K. McGarvey

Title: President

ASSIGNEE: Purple Innovation, LLC

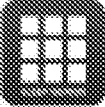
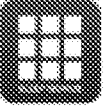
By: Casey McGarvey

Name: Casey K. McGarvey

Title: Chief Legal Officer

[Trademark Assignment]

**SCHEDULE A**

Advanced Comfort Technologies, Inc.			
Trademark Applications/Registrations			
Trademark	Jurisdiction	Serial No. Reg. No.	Filing Date Reg. Date
FIRM AND SOFT	United States	87/312,159 5466487	01/24/2017 05/08/2018
GEL MATRIX	Canada	1,847,628 TMA1,026,098	07/14/2017 06/17/2019
GELEE	Canada	IR-1581718 N/A	02/08/2021 N/A
GELEE	International Bureau (WIPO)	A0105168 IR-1581718	02/08/2021 02/08/2021
GELEE	United States	90/221,419 6647741	09/29/2020 02/15/2022
INTELLIBED	Canada	1,835,394 TMA1012151	05/02/2017 01/07/2019
INTELLIBED	United States	76/523,822 2993648	06/12/2003 09/13/2005
INTELLIBED	United States	88/749,021 6278886	01/07/2020 02/23/2021
INTELLI-BED	Canada	1,283,015 TMA758145	12/09/2005 01/27/2010
INTELLIBED CELESTIAL	United States	87/464,171 5504521	05/25/2017 06/26/2018
MATRIX	United States	87/312,155 5897567	01/24/2017 10/29/2019
SLEEP GENIUS	United States	88/750,542 N/A	01/08/2020 N/A
SLEEP GENIUS	United States	88/979,284 6412727	01/08/2020 07/06/2021
SLEEP GENIUS (and Design) 	United States	88/979,285 6412728	01/08/2020 07/06/2021
SLEEP GENIUS (and Design) 	United States	88/751,000 N/A	01/08/2020 N/A