

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760182

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intellibed, LLC		10/07/2022	Limited Liability Company: DELAWARE
Purple Innovation, LLC		10/07/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5466487	FIRM AND SOFT
Registration Number:	5938419	GEL MATRIX
Registration Number:	6647741	GELEE
Registration Number:	2993648	INTELLIBED
Registration Number:	6278886	INTELLIBED
Registration Number:	5504521	INTELLIBED CELESTIAL
Registration Number:	5441198	INTELLIPILLOW
Registration Number:	5897567	MATRIX
Serial Number:	88750542	SLEEP GENIUS
Registration Number:	6412727	SLEEP GENIUS
Registration Number:	6412728	SLEEP GENIUS
Serial Number:	88751000	SLEEP GENIUS

CORRESPONDENCE DATA

Fax Number: 6144614198

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: 614-469-3939

TRADEMARK

Email: sgazdag@jonesday.com, mmisitigh@jonesday.com
Correspondent Name: Steven W. Gazdag
Address Line 1: 325 John H. McConnell Blvd.
Address Line 2: Suite 600
Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER: Melanie H. Misitigh

SIGNATURE: /Melanie H. Misitigh/

DATE SIGNED: 10/10/2022

Total Attachments: 6

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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS, dated as of October 7, 2022 (“Agreement”), between Intellibed, LLC, a Delaware limited liability company (together with its successors and assigns, “Intellibed”) and Purple Innovation, LLC, a Delaware limited liability company (together with its successors and assigns, the “Borrower” and together with Intellibed, collectively, the “Assignors”) and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of September 3, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Purple Innovation, Inc., a Delaware corporation (“Holdings”), the lenders party thereto (the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignors are parties to a Pledge and Security Agreement, dated as of September 3, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, Holdings, the other Grantors party thereto and the Administrative Agent, pursuant to which the Assignors have granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby covenant and agree with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignors hereby assign, transfer, convey and grant to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignors and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignors in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any State, the District of Columbia or any possession or territory of the United States;

- (iv) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any other country or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignors in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all goodwill related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignors related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignors and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York, without application of the rules regarding conflicts of laws.

Section 5. Miscellaneous. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed copy of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PURPLE INNOVATION, LLC,
as an Assignor

DocuSigned by:
By: Bennett Nussbaum
1EC435E0610B4F6...
Name: Bennett Nussbaum
Title: Interim Chief Executive Officer and
Treasurer

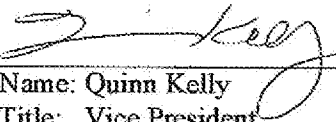
INTELLIBED, LLC,
as an Assignor

DocuSigned by:
By: Casey K. McGarvey
F158C6FECA53490...
Name: Casey K. McGarvey
Title: President

[Signature Page to Collateral Assignment Of Trademarks]

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: Quinn Kelly
Title: Vice President

[Signature Page to Collateral Assignment of Trademarks]

NAI-1533477916

TRADEMARK
REEL: 007873 FRAME: 0123

Schedule A
to Collateral Assignment of
Trademarks

Mark	Status	Owner	Filing Date Reg. Date	Serial No. Reg. No.
FIRM AND SOFT	Registered	Purple Innovation, LLC	1/24/2017 5/8/2018	87/312,159 5466487
GEL MATRIX	Registered	Purple Innovation, LLC	1/24/2017 12/17/2019	87/312,145 5938419
GELEE	Registered	Purple Innovation, LLC	9/29/2020 2/15/2022	90/221,419 6647741
INTELLIBED	Registered	Purple Innovation, LLC	6/12/2003 9/13/2005	76/523,822 2993648
INTELLIBED	Registered	Purple Innovation, LLC	1/7/2020 2/23/2021	88/749,021 6278886
INTELLIBED CELESTIAL	Registered	Purple Innovation, LLC	5/25/2017 6/26/2018	87/464,171 5504521
INTELLIPILLOW	Registered	Purple Innovation, LLC	12/16/2016 4/10/2018	87/271,822 5441198
MATRIX	Registered	Purple Innovation, LLC	1/24/2017 10/29/2019	87/312,155 5897567
SLEEP GENIUS	Pending	Intellibed, LLC (f/k/a Advanced Comfort Technologies, Inc.)	1/8/2020	88/750,542

Mark	Status	Owner	Filing Date Reg. Date	Serial No. Reg. No.
SLEEP GENIUS	Registered	Purple Innovation, LLC	1/8/2020 7/6/2021	88/979,284 6412727
SLEEP GENIUS (and Design)	Registered	Purple Innovation, LLC	1/8/2020 7/6/2021	88/979,285 6412728
SLEEP GENIUS (and Design)	Registered	Purple Innovation, LLC	1/8/2020	88/751,000

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