

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GoPro Motorplex		05/31/2014	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GoPro, Inc.		
Street Address:	3000 Clearview Way, Bldg E		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86143802	GOPRO MOTORPLEX	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	650-988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	23769-00070-1094		
NAME OF SUBMITTER:	Connie L. Ellerbach		
SIGNATURE:	/cle1087/		
DATE SIGNED:	06/27/2014		
Total Attachments: 3			
source=GoPro-Mooresville Raceway-GoPro Motorplex assignment#page1.tif			
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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement ("Agreement") is made and entered into as of May 31, 2014 ("Effective Date") between GoPro, Inc., a Delaware corporation located at 3000 Clearview Way, Bldg E, San Mateo, CA 94402 ("GoPro"), and GoPro Motorplex, a North Carolina corporation located at 130 Motorplex Drive Mooresville, NC 28115 ("Motorplex") (collectively, the "Parties").

WHEREAS, Motorplex is the owner of the following trademark (the "Mark") for which an application (the "Application") is currently pending in the United States Patent and Trademark Office:

Trademark	Serial No.	Filing Date
GOPRO MOTORPLEX (and design)	86143802	August 26, 2013

WHEREAS, GoPro is desirous of acquiring said trademark, application, and any registration resulting therefrom;

WHEREAS, Motorplex is desirous of, and GoPro is willing to grant Motorplex, a license to use the Mark for the services claimed in the Application (the "Services");

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignment.

Motorplex, does hereby assign unto GoPro, all right, including common law rights, title and interest in the United States of America and all other countries and jurisdictions of the world in and to said trademark together with the goodwill of the business symbolized by said trademark and application thereof, including, without limitation, all claims that it might have, at law or in equity, by reason of past, present or future infringement in the said trademark.

2. License.

(a) As of the Effective Date, and subject to the terms and conditions of this Agreement, GoPro grants to Motorplex a non-exclusive, non-transferable, royalty-free license to use the Mark in the United States solely in connection with the Services ("the License").

(b) Motorplex's right to use the Mark is solely as stated herein. Any other use is strictly prohibited and, if done, shall constitute a material breach under the Agreement and shall be grounds for termination.

(c) Motorplex agrees to use the following legend in connection with any and all use of the Mark: "GOPRO MOTORPLEX is a trademark or registered trademark of GoPro, Inc., used under license."

(d) Motorplex acknowledges and agrees that after the Effective Date, GoPro shall be the sole owner worldwide of the Mark and all derivative marks, and all associated goodwill. Motorplex agrees that it will not: (a) do anything that might harm the reputation or goodwill of the Mark, or other marks owned by GoPro; (b) take any action inconsistent with GoPro's ownership of the Mark, or other marks owned by GoPro; or (c) challenge GoPro's rights in or attempt to register the Mark, or any other mark substantially similar thereto, including any mark that contains the letter string, "GOPRO".

(e) Motorplex's use of the Mark after the Effective Date shall inure solely to GoPro's benefit.

(f) Quality Control. Motorplex agrees that the nature and quality of the Services it provides in connection with the Mark shall conform to industry standards regarding the nature and quality of such services. Motorplex shall provide to GoPro, upon reasonable request, not to exceed two times per calendar year, access to Motorplex's facilities and records related to the Services Motorplex provides in connection with the Mark, to assist GoPro with respect to quality control.

(g) Motorplex agrees to reasonably cooperate in GoPro's efforts to defend the Mark and police infringing uses of, applications for, and registrations for the Mark, and to provide and/or execute any documents that may be required in support of these efforts.

(h) This License shall begin on the Effective Date and shall remain in force for the duration of the Parties' sponsorship agreement attached hereto as Exhibit A (the "Sponsorship Agreement"). This License shall expire upon expiration or termination of the Sponsorship Agreement.

(i) GoPro may terminate this License for breach of this License either (i) upon thirty (30) days written notice to Motorplex and an opportunity to cure within such thirty (30) day period, or (ii) immediately upon notice if such breach, by its nature, cannot be remedied, or has not been remedied within the 30-day period set forth herein.

(j) Upon expiration or termination, Motorplex shall immediately cease use and display of the Mark. Motorplex acknowledges that failure to do so will result in immediate and irreparable harm to GoPro for which there is no adequate remedy at law. In any action to

enforce this Agreement, GoPro shall be entitled to recover its reasonable attorneys' fees and costs.

3. Miscellaneous.

(a) The Parties agree to cooperate as reasonably necessary to provide each other with those documents that may be necessary or proper to effectuate the terms of this Agreement.

(b) The failure of either party to enforce any provision of this Agreement, or any delay by any party in the enforcement of any right hereunder, shall not be deemed a waiver of that provision.

(c) If any provision of this Agreement is held to be in violation of applicable law, void, or unenforceable, such provision is herewith waived or amended to the extent necessary for the Agreement to be otherwise enforceable in such jurisdiction.

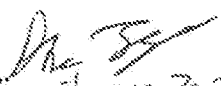
(d) This Agreement shall be governed by, and interpreted in accordance with, California law.

(f) This Agreement constitutes and expresses the final agreement and understanding between the parties with respect to the Mark, supersedes any previous understanding or agreements of the parties, and may only be amended or supplemented in a writing signed by both Parties.

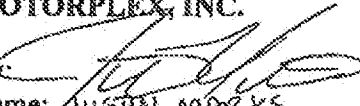
(g) This Agreement may be executed in two counterparts, each of which would be deemed an original and both of which together would constitute one and the same instrument. The Parties agree that signatures via facsimile or .pdf may be exchanged instead of originals.

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

GOPRO, INC.

By: 
Name: Shawn Zeziny
Title: General Counsel
Date: 6-11-14

MOTORPLEX, INC.

By: 
Name: JUSTIN MARKS
Title: OWNER
Date: 5/31/14