

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378222

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOPRO, INC.		03/25/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S DEARBORN, 7TH FLOOR, IL 1-1625		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3528378	AUTOPANO	
<b>Registration Number:</b>	4218492	BACPAC	
<b>Registration Number:</b>	3001335	CINEFORM	
<b>Registration Number:</b>	3032989	GOPRO	
<b>Registration Number:</b>	4677542	GOPRO MOTORPLEX	
<b>Registration Number:</b>	3308141	HERO	
<b>Registration Number:</b>	4218457	YOU IN HD	
<b>Serial Number:</b>	85973332	BE A HERO	
<b>Serial Number:</b>	86906488	GOPRO	
<b>Serial Number:</b>	86746656	GOPRO	
<b>Serial Number:</b>	86048206	GOPRO	
<b>Serial Number:</b>	86906471	GOPRO	
<b>Serial Number:</b>	86048215	GOPRO BE A HERO.	
<b>Serial Number:</b>	85973328	GOPRO	
<b>Serial Number:</b>	86746671	HERO	
<b>Serial Number:</b>	86978246	HERO	
<b>Serial Number:</b>	86048213	HERO	
<b>Serial Number:</b>	86573503	HEROCAST	
<b>Serial Number:</b>	86718183	KARMA	

OP \$540.00 3528378

Property Type	Number	Word Mark
Serial Number:	86896537	OMNI
Serial Number:	86136968	SESSION

**CORRESPONDENCE DATA**

**Fax Number:** 8668265420

*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:** 301-638-0511

**Email:** ipresearchplus@comcast.net

**Correspondent Name:** IP Research Plus, Inc.

**Address Line 1:** 21 Tadcaster Circle

**Address Line 2:** attn: Penelope J.A. Agodoa

**Address Line 4:** Waldorf, MARYLAND 20602

<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-40961
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	03/28/2016

**Total Attachments: 9**

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of March 25, 2016 (this "Agreement"), among GOPRO, INC., a Delaware corporation (the "Company"), the OTHER GRANTORS from time to time party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of March 25, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, GoPro Coöperatief U.A., a Dutch cooperative with excluded liability, having its statutory seat in Amsterdam, the Netherlands, and registered with the trade register in the Netherlands under number 61391743 (the "Dutch Borrower" and, together with the Company, the "Borrowers"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, and (b) the U.S. Collateral Agreement referred to therein. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto are (or are Affiliates of) the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the U.S. Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations, each Grantor pursuant to the U.S. Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America or the equivalent thereof in any other country or any political subdivision thereof, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country or any political subdivision thereof, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, adjustments or extensions thereof,

and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, import or export the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the U.S. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the U.S. Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

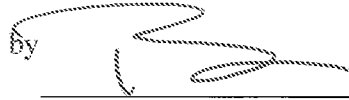
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by fax, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Incorporation by Reference. The provisions of Sections 5.02, 5.04, 5.05, 5.09 and 5.10 of the U.S. Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GOPRO, INC.,

by 

\_\_\_\_\_  
Name: Brian McGee  
Title: CFO

GOPRO CARE, INC.

by 

\_\_\_\_\_  
Name: Brian McGee  
Title: CFO

GOPRO CARE SERVICES, INC.

by 

\_\_\_\_\_  
Name: Brian McGee  
Title: CFO

WOODMAN LABS CAYMAN, INC.,

by

\_\_\_\_\_  
Name: Virginia Irvine Crowe  
Title: Vice President, Finance and  
Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GOPRO, INC.,

by

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Name: Brian McGee  
Title: CFO

GOPRO CARE, INC.

by

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Name: Brian McGee  
Title: CFO

GOPRO CARE SERVICES, INC.

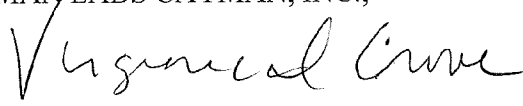
by

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Name: Brian McGee  
Title: CFO

WOODMAN LABS CAYMAN, INC.,

by

---

Name: Virginia Irvine Crowe  
Title: Vice President, Finance and  
Assistant Secretary

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by



\_\_\_\_\_

Tony Yung  
Executive Director

[Signature Page to Patent and Trademark Security Agreement]

## SCHEDULE II

### TRADEMARK/TRADE NAMES OWNED BY GOPRO, INC.

#### *U.S. Trademark Registrations*

Registered Owner	Trademark	Class	Reg Date	Reg #
GoPro, Inc.	AUTOPANO	09; 42	11/4/2008	3528378
GoPro, Inc.	BACPAC	09	10/2/2012	4218492
GoPro, Inc.	CINEFORM	09	9/27/2005	3001335
GoPro, Inc.	GOPRO	09	12/20/2005	3032989
GoPro, Inc.	GOPRO MOTORPLEX (and design)	39	1/27/2015	4677542
GoPro, Inc.	HERO	09	10/9/2007	3308141
GoPro, Inc.	LIVEPANO	09; 35; 42	10/22/2013	4420373 / IR 1146744
GoPro, Inc.	PANOTOUR	09; 35; 42	10/22/2013	4420381 / IR 1148824
GoPro, Inc.	YOU IN HD	09	10/2/2012	4218457

#### *U.S. Trademark Applications*

Registered Owner	Trademark	Class	App Date	App #
GoPro, Inc.	BE A HERO	09; 38; 41; 42	6/28/2013	85973332
GoPro, Inc.	GOPRO	09	2/12/2016	86906488
GoPro, Inc.	GOPRO	09; 12; 28	9/3/2015	86746656
GoPro, Inc.	GOPRO	09; 38; 41; 42	8/26/2013	86048206
GoPro, Inc.	GOPRO	35; 36; 37	2/12/2016	86906471
GoPro, Inc.	GOPRO BE A HERO Logo	09; 38; 41; 42	8/26/2013	86048215
GoPro, Inc.	GOPRO Logo	09; 38; 41; 42	6/28/2013	85973328
GoPro, Inc.	HERO	09; 12; 28	9/3/2015	86746671
GoPro, Inc.	HERO	09; 41; 42	8/26/2013	86978246
GoPro, Inc.	HERO	38	8/26/2013	86048213
GoPro, Inc.	HEROCAST	09; 38; 41; 42	3/23/2015	86573503
GoPro, Inc.	KARMA	09; 12; 28	8/7/2015	86718183
Kolor SARL*	KOLOR	09; 35; 38; 41; 42	5/14/2015	79169220
GoPro, Inc.	OMNI	09	2/3/2016	86896537
GoPro, Inc.	SESSION	09; 38; 41; 42	12/6/2013	86136968

\* GoPro, Inc. is the intended owner of all Trademark Applications.



U.S. TRADEMARKS OWNED BY GOPRO CARE, INC.

None.

U.S. TRADEMARK APPLICATIONS OF GOPRO CARE, INC.

None.

U.S. TRADEMARKS OWNED BY GOPRO CARE SERVICES, INC.

None.

U.S. TRADEMARK APPLICATIONS OF GOPRO CARE SERVICES, INC.

None.

U.S. TRADEMARKS OWNED BY WOODMAN LABS CAYMAN, INC.

None.

U.S. TRADEMARK APPLICATIONS OF WOODMAN LABS CAYMAN, INC.

None.