

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motrr, LLC		05/13/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GoPro, Inc.		
Street Address:	3000 Clearview Way		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4618286	GALILEO	
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:	06/16/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and entered into as of May 13, 2016 by and between GoPro, Inc., a Delaware corporation (“*Assignee*”) and Motrr, LLC, a Delaware limited liability company (the “*Assignor*”). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are among the parties to that certain Asset Purchase Agreement, dated as of May 13, 2016 (the “*Purchase Agreement*”), pursuant to which Assignee has agreed to purchase from Assignor certain assets of Assignor, including all of the Assignor’s right, title and interest in and to all of Assignor’s trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement, including, without limitation, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the “*Assigned Trademarks*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, and that portion of the business which is ongoing and existing to which the trademarks pertain, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Assignment any further identifying information describing the parties or marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

c. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue, certify, or assign registrations or applications for service marks, trademarks, patents, copyrights, Internet domain names or other evidence or forms of intellectual property protection, to issue, certify or assign as appropriate, the same to

Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

d. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants to Assignee that Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the transfer of all rights, titles, and interests herein conveyed.

e. Assignor hereby constitutes and appoints Assignee, its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, on behalf of and for the benefit of the Assignee, its successors and assigns, to demand and receive any and all of the Assigned Trademarks and to give receipts and releases for and in respect of the Assigned Trademarks, or any part thereof, and from time to time to institute and prosecute in Assignor's name, at the sole expense and for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, reasonably may require for the collection or reduction to possession of any of the Assigned Trademarks. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable and, accordingly, may not be revoked by Assignor in any manner or for any reason whatsoever.

3. Miscellaneous. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

GOPRO, INC.

By: _____ 

Name: Brian McGee

Title: Chief Financial Officer

ASSIGNOR:

MOTRR, LLC

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

GoPro, INC.

By: _____

Name:

Title:

ASSIGNOR:

MOTRR, LLC


By: JoeBen Bevirt _____

Name: JoeBen Bevirt

Title: Managing Director

SCHEDULE I

ASSIGNED TRADEMARKS

Citation	Owner	Goods and Services
GALILEO  USPTO Registered App 14-MAY-2013 App 85932173 Reg 07-OCT-2014 Reg 4618286	MOTRR LLC DELAWARE LIMITED LIABILITY CO. 340 WOODPECKER RIDGE SANTA CRUZ, CALIFORNIA, 95060	INT. CL. 9 ROBOTIC ACCESSORIES, NAMELY, A REMOTELY CONTROLLABLE DOCK FOR A SMARTPHONE OR OTHER SIMILAR DEVICE, ADAPTED TO ORIENT THE DEVICE IN ONE OR MORE AXIS