

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390295

<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>
JayBird LLC		04/20/2016	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Logitech Europe S.A.		
<b>Street Address:</b>	LES CHÂTAGNIS		
<b>City:</b>	CH-1143 APPLES		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	Société Anonyme (Sa): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4657287	REIGN	
<b>Registration Number:</b>	4657288	REIGN	
<b>Serial Number:</b>	86100998	POWER YOUR PASSION	
<b>Registration Number:</b>	4830050	POWER YOUR PASSION	
<b>Serial Number:</b>	86364194	JAYBIRD SPORT	
<b>Serial Number:</b>	86158320	GO-ZONE	
<b>Serial Number:</b>	86158305	BOOST	
<b>Serial Number:</b>	86364298	JAYBIRD LIFE	
<b>Serial Number:</b>	86364092	JAYBIRD TRUE	
<b>Registration Number:</b>	4933364	JAYBIRD	
<b>Serial Number:</b>	86452347	GO SCORE	
<b>Serial Number:</b>	86727734	JAYBIRD	
<b>Registration Number:</b>	4926997	JB	
<b>Serial Number:</b>	86727673	JB	
<b>Registration Number:</b>	3853080	BB	
<b>Registration Number:</b>	3794855	BLUEBUDS	
<b>Serial Number:</b>	86873482	FREEDOM	
<b>Serial Number:</b>	86840245	RECOVERY IS A WEAPON	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$465.00 4657287

**Fax Number:** 6504627890

***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:** 650-289-7890

**Email:** gtipmail@gtlaw.com, mcleand@gtlaw.com, lanej@gtlaw.com

**Correspondent Name:** Paul A. McLean, Esq., Greenberg Traurig

**Address Line 1:** 1900 University Avenue, Fifth Floor

**Address Line 4:** East Palo Alto, CALIFORNIA 94303

**DOMESTIC REPRESENTATIVE**

**Name:** Paul A. McLean, Esq., Greenberg Traurig

**Address Line 1:** 1900 University Avenue, Fifth Floor

**Address Line 4:** East Palo Alto, CALIFORNIA 94303

<b>NAME OF SUBMITTER:</b>	Paul A. McLean, Esq., Greenberg Traurig
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<b>SIGNATURE:</b>	/Paul A. McLean/
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<b>DATE SIGNED:</b>	07/05/2016
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**Total Attachments: 7**

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## DISTRIBUTION AGREEMENT

This Distribution Agreement (this "*Agreement*") is by and between Jaybird, LLC ("*Jaybird*") and Logitech Europe S.A. ("*LESLE*"). The Agreement is effective as of April 20, 2016 (the "*Effective Date*").

**WHEREAS**, on the Effective Date, pursuant to a Securities Purchase Agreement ("*SPA*"), LESLE acquired all of the equity interests in Jaybird (the "*Jaybird Acquisition*"); and

**WHEREAS**, the parties desire that Jaybird distribute certain of its assets and liabilities to LESLE on the Effective Date and immediately after the Jaybird Acquisition.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Distribution of Assets. Subject to the terms and conditions set forth in this Agreement, Jaybird shall assign the assets and liabilities described on Exhibit A herein ("*Assigned Assets*") to LESLE on the Effective Date as a distribution from Jaybird to LESLE, and LESLE hereby accepts such assignment and assumes the Assigned Assets. For the avoidance of doubt, the Assigned Assets shall not include any tangible personal property held or used by Jaybird that is physically located in the United States and contracts and associated contract rights and obligations of Jaybird, and any transfer of such assets by Jaybird to LESLE shall be treated by the parties as null and void.

2. Timing of the Transfer. Any and all of the Jaybird Assets transferred by Jaybird to LESLE pursuant to Section 1 herein shall be deemed immediately assigned by Jaybird to LESLE, and Jaybird and LESLE shall execute all documents and make such recordings as may be necessary, required, appropriate, or advisable to confirm such transfer as soon as administratively possible.

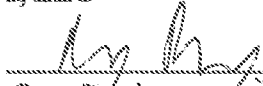
3. Representations and Warranties of the Jaybird. Jaybird represents and warrants to LESLE as follows:

(a) Good Standing. Jaybird is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah.

(b) Authority. Jaybird has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Jaybird and shall constitute the legal, valid and binding obligation of Jaybird, enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Distribution Agreement effective on the date first above written.

JayBird, LLC

By:   
Name: Rory Deoley  
Title: Member of the Board of Managers

Logitech Europe S.A.

By:   
Name: Paul Verbruggen  
Title: Tax Director EMEA

By:   
Name: Ulysse Rœchat  
Title: Senior Manager Legal Affairs

## Exhibit A

The Assigned Assets shall consist of the following:

(1) All of Jaybird's right title and interest in its intellectual property, including but not limited to, the following legal and beneficial rights held by Jaybird: (i) patents, patent applications, and patent rights (including, but not limited to, all patents listed on Schedule 2.2(m) of the SPA); (ii) rights associated with works of authorship (including audiovisual works), including copyrights, copyright applications, and copyright registrations; (iii) rights relating to the protection of trade secrets and confidential information; (iv) know how; (v) design rights; (vi) trademarks, trademark applications, tradenames, and domain names (including, but not limited to, all trademarks, tradenames and domain names listed on Schedule 2.2(m) of the SPA); (vii) customer lists and all other marketing rights; (viii) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property; and (ix) divisions, continuations, renewals, reissues, and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired;

(2) All tangible personal property held by Jaybird (including but not limited to inventory and fixed assets listed on Schedule 2.2(m)) that is physically located outside of the United States and real property (including leasehold interests) that is physically located outside of the United States; and

(3) All assets and liabilities associated with the assets described in paragraphs (1) and (2) above, including any indebtedness of Jaybird.

For the avoidance of doubt, the Assigned Assets shall not include any contracts and associated contract rights and obligations (*e.g.*, receivables, payables and accrued expenses) of Jaybird.

## Jurisdiction Legend:

US United States  
 CA Canada  
 EP European Patent Office  
 CN China  
 AU Australia  
 HK Hong Kong  
 CH Switzerland  
 MX Mexico  
 SG Singapore  
 KR South Korea  
 NO Norway  
 JP Japan

Below is a list of the Company's registered or applied-for trademarks:

TRADEMARK	JURISDICTION TM APP. NO./ OUR REF. NO.	FILING/REG DATE	STATUS/REG NO.	ACTIONS DUE IN NEXT 180 DAYS
REIGN	US 86/055,999 36LN-191545	4-Sep-13	Registered- No. 4657287 Dec. 16, 2014	None
REIGN (and Design)	US 86/056,011 36LN-191758	4-Sep-13	Registered- No. 4657288 Dec. 16, 2014	None
POWER YOUR PASSION	US 86/100,998 36LN-191795	24-Oct-13	Allowed	None
POWER YOUR PASSION	US 86/388,353 36LN-191795/1	8-Sep-14	Registered, No. 4830050 Oct. 13, 2015	None
JAYBIRD SPORT	US 86/115,784 36LN-191796	11-Nov-13	Allowed	None
JAYBIRD SPORT	US 86/364,194 36LN-191796/1	12-Aug-14	Allowed	None
GO-ZONE	US 86/158,320 36LN-195838	6-Jan-14	Allowed	None
GO-ZONE	US 86/805,454	30-Oct-15	Pending	None
BOOST	US 86/158,305	6-Jan-14	Suspended	None

TRADEMARK	JURISDICTION TM APP. NO./ OUR REF. NO.	FILING/REG DATE	STATUS/REG NO.	ACTIONS DUE IN NEXT 180 DAYS
	36LN-195840			
JAYBIRD LIFE	US 86/364,298 36LN-202592	12-Aug-14	Allowed	Statement of Use or 2 <sup>nd</sup> Extension due 09/22/2016
JAYBIRD TRUE	US 86/364,092 36LN-202593	12-Aug-14	Allowed	Statement of Use or 1 <sup>st</sup> Extension due 09/22/2016
JAYBIRD	US 86/412,859 36LN-204886	2-Oct-14	Registered- No. 4933364 Apr. 5, 2016	None
GO SCORE	US 86/452,347 36LN-206313	12-Nov-14	Allowed	Statement of Use or 2 <sup>nd</sup> Extension due 06/09/2016
JAYBIRD	US 86/727,734 36LN-219829	17-Aug-15	Pending	None
JB (old description)	US 86/727,551 36LN-219830	17-Aug-15	Registered- No. 4926997 Mar. 29, 2016	None
JB (new description)	US 86/727,673 36LN-219831	17-Aug-15	Allowed	Statement of Use or 1 <sup>st</sup> Extension due 09/08/2016
BB	US 36LN-224226	15-Feb-10	Registered- No. 3853080 Sep 28, 2010	Section 8 and 15 affidavits due 09/28/2016
BLUEBUDS	US 77/777,677 36LN-224225	9-Jul-09	Registered- No. 3794855 May 25, 2010	Section 8 and 15 affidavits due 05/25/2016
FREEDOM	86/873,482	12-Jan-16	Pending	
JB (and Design)	CA 1618635 36LN-TBA	18-Mar-13	Registered	None
JAYBIRD	CA 1618629 36LN-TBA	18-Mar-13	Registered	None
BLUEBUDS	CA1622313 36LN-TBA	12-Apr-13	Registered	None
JAYBIRD	EP011640588 36LN-TBA	31-Jul-13	Registered	None

TRADEMARK	JURISDICTION TM APP. NO./ OUR REF. NO.	FILING/REG DATE	STATUS/REG NO.	ACTIONS DUE IN NEXT 180 DAYS
JB (and Design)	EP011640646 36LN-TBA	1-Aug-13	Registered	None
BLUEBUDS	EP011640621 36LN-TBA	31-Jul-13	Registered	None
JAYBIRD	CN12170465 36LN-TBA	28-Jul-14	Registered	None
JB (and Design)	CN12170464 36LN-TBA	28-Jul-14	Registered	None
BLUEBUDS	CN12170463 36LN-TBA		Registered	None
RECOVERY IS A WEAPON	US 86/840,245 36LN-226002	4-Dec-15	Pending	None
JAYBIRD	AU 01745243 36LN-219829-AU	6-Mar-16	Pending	None
JB (and Design)	AU 01745239 36LN-219831-AU	6-Mar-16	Pending	None
JAYBIRD	HK 303650616 36LN-219829-HK	6-Jan-16	Pending	None
JB (and Design)	HK 303650625 36LN-219831-HK	6-Jan-16	Pending	None
JAYBIRD	JP 2016-004668 36LN-219829-JP	16-Feb-16	Pending	None
JB (and Design)	JP 2016-004669 36LN-219831-JP	16-Feb-16	Pending	None
JAYBIRD	NO 201600262 36LN-219829-NO	6-Jan-16	Pending	None
JB (and Design)	NO 201600263 36LN-219831-NO	6-Jan-16	Pending	None
JAYBIRD	MX 1,698,710 36LN-219829-MX	7-Jan-16	Pending	None
JB (and Design)	MX 1,698,717 36LN-219831-MX	7-Jan-16	Pending	None
JAYBIRD	SG 40201601259V 36LN-219829-SG	7-Mar-16	Pending	None
JB (and Design)	SG 4020160126OU 36LN-219831-SG	7-Mar-16	Pending	None



TRADEMARK	JURISDICTION TM APP. NO./ OUR REF. NO.	FILING/REG DATE	STATUS/REG NO.	ACTIONS DUE IN NEXT 180 DAYS
JAYBIRD (CN Characters)	303669319 36LN-219829-HK	25-Jan-16	Pending	
JAYBIRD	KR 40-2016-11941 36LN-219829-KR	6-Mar-16	Pending	None
JB (and Design)	KR 40-2016-11943 36LN-219831-KR	6-Mar-16	Pending	None
JAYBIRD	CH 1217064 36LN-219829-CH	28-Jul-14	Registered	None
JB (and Design)	CH 12170465 36LN-219831-CH	28-Jul-14	Registered	None
JAYBIRD	SU 50503/2016 36LN-219829	14-Jan-16	Pending	None
JB (and Design)	SU 50504/2016 36LN-219831	14-Jan-16	Pending	None