

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOPRO, INC.		08/26/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	CIB DMO WLO, Mail code NY1-C413 4 CMC		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4618286	GALILEO	
Serial Number:	85932179	MOTRR	
Serial Number:	85932192	MOTRR LIVE	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	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		
ATTORNEY DOCKET NUMBER:	crs141359		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	08/27/2016		
Total Attachments: 6			
source=41353#page1.tif			
source=41353#page2.tif			

OP \$90.00 4618286

source=41353#page3.tif
source=41353#page4.tif
source=41353#page5.tif
source=41353#page6.tif

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 26, 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.,

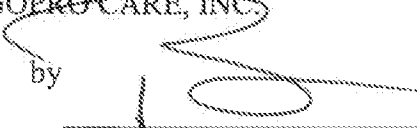
by


Name: Brian McGee
Title: CFO

APPROVED
CoPro
Legal

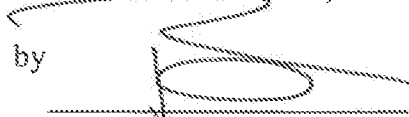
~~GOPRO CARE, INC.~~

by


Name: Brian McGee
Title: CFO

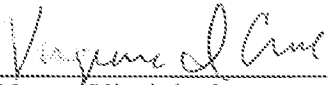
~~GOPRO CARE SERVICES, INC.~~

by


Name: Brian McGee
Title: CFO

WOODMAN LABS CAYMAN, INC.,

by


Name: Virginia Crowe
Title: VP of Finance and Asst. Sec.

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

A handwritten signature in cursive script, appearing to read "Tony Yung", is written over a horizontal line.

Name: Tony Yung
Title: Executive Director

[Signature Page to Patent and Trademark Security Agreement]

[[366569]]

TRADEMARK
REEL: 005864 FRAME: 0906

SCHEDULE II

U.S. Trademark Registrations

U.S. TRADEMARK/TRADE NAMES OWNED BY GOPRO, INC.

Registered Owner	Trademark	Class	Reg Date	Reg #
Motrr	GALILEO* **		10/7/2014	4618286
GoPro, Inc.	KOLOR*	09; 35;	5/14/2015	IR 1256830
Motrr* ***	MOTRR		5/14/2013	85932179
Motrr* ***	MOTRR LIVE		5/14/2013	85932192

*Indicates change from Prior Perfection Certificate

** Assignment has been signed and is in the process of being filed with the USPTO.

***GoPro acquired these trademarks, which are currently Abandoned.

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

None.

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

None.

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

None.

U.S. Trademark Applications

U.S. TRADEMARK APPLICATIONS OF GOPRO, INC.

None.

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

None.

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

None.

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

None.

[[3605601]]