

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409175

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	03/09/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vemory, Inc.		12/14/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GoPro, Inc.		
<b>Street Address:</b>	3000 Clearview Way		
<b>City:</b>	San Mateo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94402		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86884058	S SPLICE	
<b>Serial Number:</b>	86884062	S SPLICE	
<b>Serial Number:</b>	86593969	S SPLICE	
<b>Serial Number:</b>	86593970	S SPLICE	
<b>Serial Number:</b>	86884065	SPLICE	
<b>Serial Number:</b>	86884068	SPLICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8777697945		
<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>			
<b>Phone:</b>	6508395198		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Lisa Greenwald-Swire		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440		
<b>ATTORNEY DOCKET NUMBER:</b>	39636-0001003		
<b>NAME OF SUBMITTER:</b>	Lisa Greenwald-Swire		
<b>SIGNATURE:</b>	/Lisa Greenwald-Swire/		

CH \$165.00 86884058

<b>DATE SIGNED:</b>	12/15/2016
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**Total Attachments: 7**

- source=2016-12-14 - Vemory - Nunc Pro Tun Trademark Assignment#page1.tif
- source=2016-12-14 - Vemory - Nunc Pro Tun Trademark Assignment#page2.tif
- source=2016-12-14 - Vemory - Nunc Pro Tun Trademark Assignment#page3.tif
- source=2016-12-14 - Vemory - Nunc Pro Tun Trademark Assignment#page4.tif
- source=2016-12-14 - Vemory - Nunc Pro Tun Trademark Assignment#page5.tif
- source=2016-12-14 - Vemory - Nunc Pro Tun Trademark Assignment#page6.tif
- source=2016-12-14 - Vemory - Nunc Pro Tun Trademark Assignment#page7.tif

## NUNC PRO TUNC ASSIGNMENT

WHEREAS, Vemory, Inc., a corporation duly organized and existing under the laws of the state of Delaware, and having a place of business at 8310 Capital of Texas Highway, Suite 260 Austin, Texas, 78758 ("Assignor"), entered into a Purchase Agreement dated February 25, 2016 with GoPro, Inc., a corporation duly organized and existing under the laws of the state of Delaware, and having a place of business at 3000 Clearview Way, San Mateo, California, 94402 ("Assignee"), wherein Vemory agreed to sell certain assets including the trademarks listed on Exhibit A (hereinafter the "INTELLECTUAL PROPERTY");

WHEREAS, Vemory did transfer assets including the subject INTELLECTUAL PROPERTY to GoPro effective March 9, 2016, by unrecorded agreement between the parties; and

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum reflected in the merger agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby transfer, sell and assign NUNC PRO TUNC unto said ASSIGNEE its successors, assigns and other legal representative, effective March 9, 2016, for the territory of the United States and throughout the world, the entire right, title and interest in and to the INTELLECTUAL PROPERTY listed in Exhibit A, including the trademarks and the goodwill of the business attached thereto, all of the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereinafter due or payable with respect hereto, and all claims for damages by reason of past, present and future infringement of the rights under this ASSIGNMENT with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer to ASSIGNEE had not been made.


ASSIGNOR agrees that it will, at the expense of the ASSIGNEE, execute, deliver and acknowledge all such further instruments of conveyance as ASSIGNEE may reasonably require if necessary to accomplish the assignment, transfer and recordation thereof of said INTELLECTUAL PROPERTY.

ASSIGNEE'S authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to said INTELLECTUAL PROPERTY assigned pursuant to this ASSIGNMENT, and to take any other actions necessary or incident to the powers granted to ASSIGNEE in this ASSIGNMENT.

This Agreement shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding on ASSIGNOR and its successors and assigns.

IN WITNESS WHEREOF, this ASSIGNMENT has been duly executed and signed at San Mateo, California this 14 day of December, 2016 and made effective NUNC PRO TUNC as of March 9, 2016.

VEMORY, INC.

By:  \_\_\_\_\_  
Sharon Zezima

Title: Secretary

NOTARY SEAL :

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ of Vemory, Inc. a Delaware corporation, on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC
















Name: \_\_\_\_\_

















My Commission Expires: \_\_\_\_\_




*\*See attached*

EXHIBIT A

Trademarks

Mark	Country	Filing Date	Appl No	Status
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Argentina	02/12/2016	3477749	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Argentina	02/12/2016	3477750	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Australia	02/11/2016	1752225	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Brazil	02/22/2016	910659540	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Brazil	02/22/2016	910659583	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Chile	02/12/2016	1191449	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Chile	02/12/2016	1191450	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Colombia	05/19/2016	16131797	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Colombia	05/19/2016	16131815	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	European Union	02/13/2016	015106453	Registered
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Iceland	02/12/2016	V0099788	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	India	02/15/2016	3186274	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Israel	02/18/2016	282871	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Japan	02/15/2016	2016015626	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Malaysia	02/12/2016	2016052302	Pending

Mark	Country	Filing Date	Appl No	Status
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Malaysia	02/12/2016	2016052310	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Mexico	02/12/2016	1713728	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Mexico	02/12/2016	1713729	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	New Zealand	02/12/2016	1037311	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Norway	02/12/2016	201601966	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Norway	05/23/2016	201606009	Registered
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Peru	02/15/2016	6507342016	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Russian Federation	02/16/2016	2016704302	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Saudi Arabia	02/22/2016	1437010759	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Saudi Arabia	02/22/2016	1437010761	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	South Korea	02/16/2016	4520160001373	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Switzerland	05/20/2016	561332016	Registered
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Taiwan	02/17/2016	105008438	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	Ukraine	02/12/2016	201602652	Pending
 <b>SPLICE</b> (S Circle Logo & SPLICE)	United States	01/22/2016	86/884,058	Suspended
 <b>SPLICE</b> (S Circle Logo & SPLICE)	United States	01/22/2016	86/884,062	Suspended

Mark	Country	Filing Date	Appl No	Status
 <b>SPLICE</b> (S SPLICE & Design)	Australia	09/30/2015	1724901	Pending
 <b>SPLICE</b> (S SPLICE & Design)	Australia	09/30/2015	1724901	Pending
 <b>SPLICE</b> (S SPLICE & Design)	Brazil	10/06/2015	910093105	Pending
 <b>SPLICE</b> (S SPLICE & Design)	Canada	10/06/2015	1749174	Pending
 <b>SPLICE</b> (S SPLICE & Design)	China	10/09/2015	18028789	Pending
 <b>SPLICE</b> (S SPLICE & Design)	European Union	09/30/2015	014628697	Registered
 <b>SPLICE</b> (S SPLICE & Design)	India	10/01/2015	3069118	Pending
 <b>SPLICE</b> (S SPLICE & Design)	Japan	10/06/2015	2015096387	Pending
 <b>SPLICE</b> (S SPLICE & Design)	Mexico	10/09/2015	1666843	Pending
 <b>SPLICE</b> (S SPLICE & Design)	Norway	09/30/2015	201512019	Registered
 <b>SPLICE</b> (S SPLICE & Design)	Russian Federation	10/02/2015	2015731622	Registered
 <b>SPLICE</b> (S SPLICE & Design)	Saudi Arabia	10/11/2015	1436026223	Registered
 <b>SPLICE</b> (S SPLICE & Design)	United States	04/10/2015	86/593,969	Suspended

Mark	Country	Filing Date	Appl No	Status
 <b>SPLICE</b> (S SPLICE & Design)	United States	04/10/2015	86/593,970	Suspended
SPLICE	United States	01/22/2016	86/884,065	Suspended
SPLICE	United States	01/22/2016	86/884,068	Suspended
VEMORY	Australia	07/22/2014	1635965	Registered
VEMORY	Brazil	07/24/2014	908016174	Pending
VEMORY	Brazil	07/24/2014	908016131	Pending
VEMORY	China	07/24/2014	14898451	PENDING
VEMORY	China	07/24/2014	14898452	PENDING
VEMORY	European Union	07/24/2014	13109376	Registered
VEMORY	Hong Kong	07/24/2014	303078775	Registered
VEMORY	Israel	07/24/2014	266884	Pending
VEMORY	Japan	07/22/2014	2014061180	Registered
VEMORY	Mexico	07/23/2014	1509352	Pending
VEMORY	Mexico	07/23/2014	1509354	Registered
VEMORY	New Zealand	07/22/2014	1001884	Registered
VEMORY	Russian Federation	07/23/2014	2014724643	Registered
VEMORY	Singapore	07/24/2014	T1411689B	Registered
VEMORY	South Africa	07/22/2014	201419198	Pending
VEMORY	South Africa	07/22/2014	201419199	Pending
VEMORY	South Korea	07/23/2014	4520145768	Registered
VEMORY	United States	01/24/2014	86/174,353	Registered
VEMORY	United States	01/24/2014	86/174,905	Registered



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

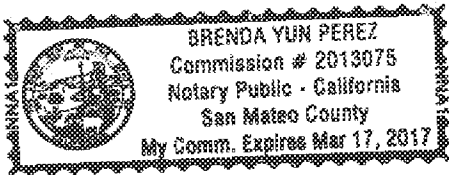
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Mateo )  
On December 14, 2016 before me, Brenda Yun Perez, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Sharon Zezima  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Brenda Yun Perez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Nunc Pro Tunc Assignment  
Document Date: December 14, 2016 Number of Pages: 6  
Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Sharon Zezima  
 Corporate Officer -- Title(s): Secretary  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Vemory, Inc.

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_