

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Next Big Sound, Inc.		05/18/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pandora Media, Inc.		
Street Address:	2010 Webster St, Suite 1650		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3999382	NEXT BIG SOUND	
Registration Number:	4783149	NEXT BIG BOOK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	415.442.1301		
Email:	carla.oakley@morganlewis.com		
Correspondent Name:	Carla B. Oakley		
Address Line 1:	One Market, Spear Street Tower		
Address Line 4:	San Francisco, CALIFORNIA 94105-1126		
NAME OF SUBMITTER:	Carla B. Oakley		
SIGNATURE:	/Carla B. Oakley/		
DATE SIGNED:	07/10/2017		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), effective as of May 18, 2015 (the "Effective Date"), is made and entered into by and between Next Big Sound, Inc., a Delaware corporation having an address at 133 West 19th Street, 9th Floor, New York, NY 10011 ("Assignor"), and Pandora Media, Inc., a Delaware corporation having an address at 2101 Webster Street, Suite 1650 Oakland, CA 94612 ("Assignee").

WHEREAS, Assignor and Assignee entered into an Agreement and Plan of Merger Agreement, dated as of May 18, 2015 (the "Agreement"), providing for the acquisition of certain assets of Assignor by Assignee;

WHEREAS, Assignor was the owner of all right, title and interest in and to the marks identified on the attached Schedule A (the "Marks") as of the Effective Date, including the goodwill associated with the Marks and the business to which the Marks pertain, and desires to confirm having assigned all of its right, title and interest in and to the Marks, along with the associated goodwill and the business associated with the Marks to Assignee;

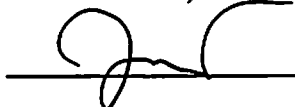
NOW, THEREFORE, in accordance with the Agreement and in consideration of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, hereby agree as follows:

1. Assignor did, by the Agreement effective May 18, 2015, assign, transfer and set over to Assignee its entire right, title, and interest in and to the Marks, including any and all goodwill of the business connected with the use thereof and symbolized thereby, and the business associated therewith, all registrations therefor, all common law rights that exist therein, any and all trademark and/or service mark rights related thereto and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

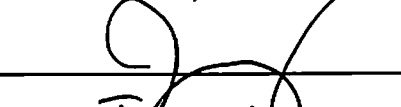
2. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment may not be amended except by an instrument in writing signed by each of the parties.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Effective Date.

NEXT BIG SOUND, INC.

By: 
Name: Jeremy Liyi
Title: Secretary
Date: 7/6/2017

PANDORA MEDIA, INC.

By: 
Name: Jeremy Liyi
Title: Assistant Secretary
Date: 7/6/2017

SCHEDULE A

Mark	U.S. Registration No.
NEXT BIG SOUND	3,999,382
NEXT BIG BOOK	4,783,149