

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonalytic Limited		06/04/2018	Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Spotify Limited		
Street Address:	4th Floor, 25 Argyll Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	W1F7TU		
Entity Type:	Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87200963	SONALYTIC	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	41204-900 (JLD)		
NAME OF SUBMITTER:	Christine K. Au-Yeung		
SIGNATURE:	/Christine K. Au-Yeung/		
DATE SIGNED:	06/21/2018		
Total Attachments: 3			
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TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made the 4 day of June 2018

PARTIES

- (1) **Sonalytic Limited**, a company incorporated in England and Wales under company number 10150309, whose registered office is at 4th Floor 25 Argyll Street, London, W1F 7TU, England (the "Assignor").
- (2) **Spotify Limited**, a company incorporated in England and Wales under company number 6436047, whose registered office is at 4th Floor, 25 Argyll Street, London, W1F 7TU, England (the "Assignee").

BACKGROUND

- (A) The Assignor is the proprietor of the following trade mark application and registrations (the "Trade Marks"):

Territory:	Trade Mark:	App./Reg. No.:	Class	Status:
European Union	SONALYTIC	15898927	9, 38, 41, 42, 45	Registered
United Kingdom	SONALYTIC	3163523	9, 38, 41, 42, 45	Registered
United States	SONALYTIC	87/200963	9, 38, 41, 42, 45	Pending

- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. ASSIGNMENT

In consideration of the sum of £1 paid by the Assignee to the Assignor (the sufficiency and receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to the Assignee with full title guarantee and free from all encumbrances, the Trade Marks and all and any rights in and to the Trade Marks including any common law rights and all the goodwill attaching to the Trade Marks.

2. PROCEEDINGS

- 2.1 This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks) and whether such infringement took place prior to or after the date of this agreement.
- 2.2 The Assignor agrees and undertakes to provide the Assignee (at its request) with all such assistance with any proceedings which may be brought by or against the Assignee, against or by any third party, in relation to the Trade Marks.

3. FURTHER ASSURANCE

The Assignor agrees to promptly give any and all further assistance as the Assignee may reasonably request if this is required in order to give full effect to this assignment and to vest in the Assignee the full benefit of the rights assigned above.

1. GOVERNING LAW AND JURISDICTION

- 3.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

3.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT has been executed by or on behalf of the parties on the date at the top of page 1.

Signed by
for and on behalf of **Sonalytic Limited**

M Gould
.....
Director

Signed by
for and on behalf of **Spotify Limited**

.....
Director

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THIS AGREEMENT has been executed by or on behalf of the parties on the date at the top of page 1.

Signed by
for and on behalf of Sensalytic Limited

Director

Signed by
for and on behalf of Spotify Limited

Director