TRADEMARK ASSIGNMENT COVER SHEET

Stylesheet Version v1.2

Electronic Version v1.1 ETAS ID: TM478963

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
SEQUENCE:	2	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spotify Limited		06/04/2018	Corporation: ENGLAND AND WALES

RECEIVING PARTY DATA

Name:	Spotify AB	
Street Address:	Regeringsgatan 19	
City:	Stockholm	
State/Country:	SWEDEN	
Postal Code:	111 53	
Entity Type:	Corporation: SWEDEN	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87200963	SONALYTIC

CORRESPONDENCE DATA

Fax Number: 6504936811

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: 650-493-9300

Email: trademarks@wsgr.com

WILSON SONSINI GOODRICH & ROSATI **Correspondent Name:**

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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> **TRADEMARK** REEL: 006360 FRAME: 0778

TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made the 4 day of June 2018

PARTIES

- (1) **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 "Assignor").
- (2) Spotify AB, a limited company incorporated under the laws of Sweden, with registered office at Regeringsgatan 19, 111 53 Stockholm, Sweden and registered with the Sweden Trade and Companies Register under number 556703-7485 (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

I. 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.
- 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

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- 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 Wates.
- 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 metter or formation (including non-contractual disputes or claims).

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

Signed by for and on behalf of Spetify Limited

Signed by for and on behalf of Specify AB

Director

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TRADEMARK REEL: 006360 FRAME: 0780

- 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.
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Signed by for and on behalf of Spotify Limited

Signed by for and on behalf of Spotify AB

Director
—DoouSigned by:

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