

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511130

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swirl Networks, Inc.		01/15/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Best Buy Co., Inc.		
<b>Street Address:</b>	7601 Penn Ave S		
<b>City:</b>	Richfield		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55423		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4564644	SWIRL	
<b>Registration Number:</b>	4568745	SWIRL	
<b>Registration Number:</b>	4277241	SWIRL	
<b>Registration Number:</b>	4682704	SWIRL	
<b>Registration Number:</b>	4646413	SECURECAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	612-291-4427		
<b>Email:</b>	trademarks@bestbuy.com		
<b>Correspondent Name:</b>	Karen Brennan		
<b>Address Line 1:</b>	7601 Penn Ave S		
<b>Address Line 4:</b>	Richfield, MINNESOTA 55423		
<b>NAME OF SUBMITTER:</b>	Danielle N. Suess		
<b>SIGNATURE:</b>	/Danielle N. Suess/		
<b>DATE SIGNED:</b>	02/22/2019		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF TRADEMARKS

This Assignment (the "Assignment") is made by and between Swirl Networks, Inc., a Delaware corporation ("Assignor"), and Best Buy Co., Inc., a Minnesota corporation ("Assignee").

**WHEREAS**, Assignor has adopted and is using the trademarks identified on the attached Exhibit A, (the "Marks"); and

**WHEREAS**, Assignee is desirous of acquiring all of Assignor's rights in the Marks worldwide and any applications and registrations therefor, including, but not limited to, the registrations and common law trademarks identified on Exhibit A.

**NOW, THEREFORE**, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks worldwide, including the registrations and common law trademarks identified on the attached Exhibit A, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

2. Assignment of Cause of Action. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

3. Cooperation. Assignor hereby covenants and agrees to provide all further information and to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title, and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest herein conveyed.

4. Warranty of No Conflict of Rights. Assignor hereby warrants and represents that it has not entered into any assignments, contracts, or other understandings with third parties that would conflict with the rights herein granted.


5. Survival. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns, and/or other legal representatives.

6. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date indicated below.

January 15, 2019  
DATED: ~~December~~, \_\_\_\_\_, 2018

SWIRL NETWORKS, INC.  
(Assignor)

By: 

Name: Barry Kallander

Title: President

BEST BUY CO., INC.  
(Assignee)

By: 

Name: Todd Hartman

Title: Chief Risk and Compliance Officer

**EXHIBIT A**

Mark	Juris	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status	Next Maintenance / Renewal Deadline
SWIRL	US	9	3/28/12	85582930	7/8/14	4564644	Registered	7/8/20
SWIRL	US	35	3/29/12	85583365	7/15/14	4568745	Registered	7/15/20
SWIRL	US	45	3/29/12	85583385	1/15/13	4277241	Registered	1/15/19
SWIRL	US	9, 42	10/4/13	86083092	2/3/15	4682704	Registered	2/3/21
SWIRL	EU	9, 35, 42, 45	9/10/12	011176898	2/5/13	011176898	Registered	9/10/22
SWIRL	EU	9, 38, 42	2/18/14	012608816	7/9/14	012608816	Registered	2/18/24
SWIRL	JP	9, 42	2/19/14	2014-12177	8/15/14	5694982	Registered	8/15/24
SWIRL	KR	9, 42	4/3/14	45-2014-0002564	10/1/15	45-0059384	Registered	10/1/25
SECUREC AST	US	9	10/3/13	86081881	11/25/14	4646413	Registered	11/25/20
SECUREC AST	EU	9, 38	2/14/14	012602942	7/5/14	012602942	Registered	2/14/24
SECUREC AST	JP	9	2/19/14	2014-12178	8/15/14	5694983	Registered	8/15/24
SWx	EU	35, 38, 42	6/9/15	014221899	11/20/15	014221899	Registered	6/9/25
SWx	JP	35, 42	6/9/15	2015-054427	10/16/15	5799965	Registered	10/16/25