

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512797

<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>
GOOGLE LLC		10/23/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DxO LABS CORP.		
<b>Street Address:</b>	1440 North Harbor Boulevard		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Fullerton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92835		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2861381	DFINE	
<b>Registration Number:</b>	3607188	VIVEZA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2155686499		
<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>	215-568-6400		
<b>Email:</b>	CBystrycki@vklaw.com		
<b>Correspondent Name:</b>	John J. O'Malley		
<b>Address Line 1:</b>	30 SOUTH 17TH STREET		
<b>Address Line 2:</b>	SUITE 1800		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	CAB-1B		
<b>NAME OF SUBMITTER:</b>	John J. O'Malley		
<b>SIGNATURE:</b>	/John J. O'Malley/		
<b>DATE SIGNED:</b>	03/05/2019		
<b>Total Attachments: 4</b>			
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**EXHIBIT D**  
**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of October 23, 2017 (the "Assignment") is by and between Google LLC (the "Assignor"), and DxO Labs Corp., a Delaware corporation (the "Assignee").

WITNESSETH

**WHEREAS**, Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept and assume from Assignor the trademarks, trade names, logos and service marks described on Schedule 1 together with the associated goodwill of the business (the "Transferred Trademarks").

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

Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee, in perpetuity and throughout the world, the entire right, title, and interest in and to any and all of the Transferred Trademarks, including, without limitation, the right to file for and obtain all intellectual property rights protections on such Transferred Trademarks and the right to sue for and recover damages for any past, present or future infringement of such Transferred Trademarks, said Transferred Trademarks to be held and enjoyed by Assignee or its designee(s) as entirely as the same would have been held and enjoyed by the Assignor and/or its subsidiaries had this sale, assignment and transfer not been made. The underlying portion of the business to which the Transferred Trademarks pertain is separately transferred to Assignee pursuant to the Asset Sale Agreement between Assignor and Assignee effective as of the date of this Assignment.

This Assignment will be governed and construed in accordance with the laws of the State of California, the United States, without regard to the applicable principles of conflict of laws.

This Assignment may be executed in two or more counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

GOOGLE LLC

Signed: Sanjay Kapoor

By: Sanjay Kapoor

Title: Vice President, Corporate Development

**ACKNOWLEDGED AND  
ACCEPTED BY ASSIGNEE:**

DxO LABS CORP.

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

GOOGLE LLC

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED AND  
ACCEPTED BY ASSIGNEE:**

DxO LABS CORP.

Signed:  \_\_\_\_\_

By: Felipe Mendez

Title: CEO

**Schedule 1**  
Transferred Trademarks

Dfine (US Reg. No. 2861381)

Viveza (US Reg. No. 3607188)

Silver Eflex Pro (common law)

HDR Eflex Pro (common law)

Sharpener Pro (common law)

Analog Eflex Pro (common law)

Color Eflex Pro (common law)

U Point (U.S. Reg. No. 3231141, Australia Reg. No. 871447, Canada Reg. No. TMA697401, China Reg. No. 871447, EUTM Reg. No. 871447, India Reg. No. 1400522, Israel Reg. No. 185195, Japan Reg. No. 871447, Mexico Reg. No. 933084, New Zealand Reg. No. 738620, Norway Reg. No. 871447, Republic of Korea (South) Reg. No. 871447, Saudi Arabia Reg. No. 985/26, Singapore Reg. No. 871447, South Africa Reg. No. 2005/24548, Switzerland Reg. No. 871447, United Arab Emirates Reg. No. 61071, WIPO Reg. No. 871447)

NIK (US Reg. No. 3466192, Australia Reg. No. 1558038, Canada Reg. No. TMA897552, EUTM Reg. No. 011819448, India Reg. No. 2534339, Japan Reg. No. 5612763, Republic of Korea (South) Reg. No. 40-1026064, Russian Federation Reg. No. 537747 and Brazil Application No. 840.520.409)

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