

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515040

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DXO LABS CORP | | 10/23/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | DXO CONSUMER | | |
| Street Address: | 3 rue Nationale | | |
| City: | Boulogne-Billancourt | | |
| State/Country: | FRANCE | | |
| Postal Code: | 92100 | | |
| Entity Type: | Société Par Actions Simplifiée (Sas): FRANCE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2861381 | DFINE | |
| Registration Number: | 3607188 | VIVEZA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 215-568-6400 | | |
| Email: | CBystrycki@vklaw.com | | |
| Correspondent Name: | John J. O'Malley | | |
| Address Line 1: | 30 SOUTH 17TH STREET | | |
| Address Line 2: | SUITE 1800 | | |
| Address Line 4: | PHILADELPHIA, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | CAB-1B | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | John J. O'Malley | | |
| Address Line 1: | 30 South 17th Street | | |
| Address Line 2: | Suite 1800 | | |
| Address Line 4: | Philadephia, PENNSYLVANIA 19103 | | |
| NAME OF SUBMITTER: | John J. O'Malley | | |

OP \$65.00 2861381

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| SIGNATURE: | /John J. O'Malley/ |
| DATE SIGNED: | 03/18/2019 |
| Total Attachments: 3 source=CAB-1B_TM_Assignment_-_DXO_LABS_CORP_to_D XO_CONSUMER__-20171023#page1.tif source=CAB-1B_TM_Assignment_-_DXO_LABS_CORP_to_D XO_CONSUMER__-20171023#page2.tif source=CAB-1B#page1.tif | |

**TRADEMARKS DEED OF
ASSIGNMENT**

This Deed of Assignment is made by and between:

- **DxO Labs Corp**, a Delaware Corporation, whose registered office is at 1440 N. Harbor Blvd. Suite 900, Fullerton, CA 92835, USA represented by its CEO, Mr. Jérôme Ménière, (hereinafter « Assignor »)

- **DxO Consumer**, a French SAS, whose registered office is at 3, rue Nationale 92100 Boulogne-Billancourt, represented by its CEO, Mr. Jérôme Ménière (hereinafter « Assignee »)

WHEREAS, Assignor has acquired from Google LLC some trademarks on October 23rd 2017 as attached in Exhibit D (hereinafter « Trademarks Assignment Agreement » referring to both documents).

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 in the Trademarks Assignment Agreement 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:

ARTICLE 1 - ASSIGNMENT

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, together with the goodwill of the business symbolized thereby, 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 Deed Transfer between Assignor and Assignee effective as of the date of transfer.

ARTICLE 2 - COMING INTO FORCE - TERMINATION

The effective date shall be the date of their signature by the Parties.



ARTICLE 3 – COOPERATION

Assignor further agrees to execute and/or deliver to Assignee all other and further documents and instruments, and do such additional or other acts and things as may be reasonably requested by Assignee, its successors or assigns, to effectuate or record this Assignment and reasonably required by Assignee to effectuate or record this Assignment.

ARTICLE 3 - LAW

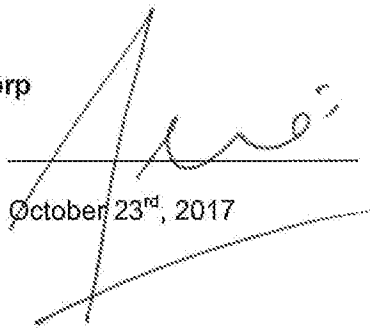
This Deed of Assignment shall be governed by and shall be interpreted in accordance with the laws of France.

ARTICLE 4 - SETTLEMENT OF DISPUTES

All disputes between the Parties in connection with or arising out of the existence, validity, construction, performance, which the Parties are unable to resolve between themselves shall be settled by the courts of France.

DxO Labs Corp

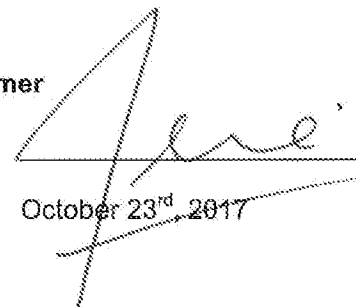
By :



Date : October 23rd, 2017

DxO Consumer

By :



Date : October 23rd, 2017

Schedule I
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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