

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558260

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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 |
| GOPRO, INC. | | 11/13/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BENDING SPOONS S.P.A. | | |
| Street Address: | Corso Como, 15 | | |
| City: | Milano | | |
| State/Country: | ITALY | | |
| Postal Code: | 20154 | | |
| Entity Type: | Società Per Azioni (Spa): ITALY | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5317747 | SPLICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2016455616 | | |
| Email: | al@lzlzlawoffice.com | | |
| Correspondent Name: | Alexander Lazouski | | |
| Address Line 1: | 14726 Bowfin Terrace, Suite 1 | | |
| Address Line 4: | Lakewood Ranch, FLORIDA 34202 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Alexander IAzouski | | |
| Address Line 1: | 14726 Bowfin Terrace, Suite 1 | | |
| Address Line 4: | Lakewood Ranch, FLORIDA 34202 | | |
| NAME OF SUBMITTER: | Alexander Lazouski | | |
| SIGNATURE: | /asl/ | | |
| DATE SIGNED: | 01/20/2020 | | |
| Total Attachments: 4 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (this "*Assignment*") is made and entered into as of November 13, 2018 by and between GoPro, Inc., a Delaware corporation ("*Assignor*") and Bending Spoons S.p.A., an Italian company (the "*Assignee*"). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignee and Assignor are Parties to that certain Asset Purchase Agreement, dated as of November 13, 2018 (the "*Purchase Agreement*"), pursuant to which Assignee has agreed to acquire from Assignor all of Assignor's right, title and interest in and to a certain trademark of Assignor related to the Splice App, as set forth in the Purchase Agreement, and listed in Schedule I hereto, together with the goodwill associated with and symbolized by it (the "*Assigned Trademark*"). The Assigned Trademark that is the subject of this Assignment and the Purchase Agreement specifically does not include any other trademarks that are not specifically referenced in Schedule I.

WHEREAS, Assignor and Assignee are agreeable to a transfer of the Assigned Trademark to Assignee.

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

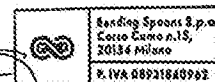
1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademark, together with all goodwill associated with the Assigned Trademark and symbolized therein, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademark and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademark.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, additional confirmatory or amended assignments and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices throughout the world.

b. Upon written request by the current or future attorney of record and Assignor's written confirmation (which shall not be unreasonably delayed or withheld), Assignor grants the attorney of record the power to insert on this Assignment any further identifying information describing the parties or marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities or agencies including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

c. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue, certify, or assign registrations or applications for trademarks, to issue, certify or assign as appropriate, the same to Assignee and



TRADEMARK

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Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

d. Assignor represents that Assignor has the full right, title, and interest to convey the Assigned Trademark as set forth herein; provided that, for clarity, the foregoing shall not expand, modify or narrow Seller's representations or warranties as set forth in the Purchase Agreement.

3. Miscellaneous. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

4. This Assignment may be executed in one or more counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

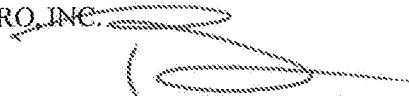


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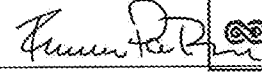
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IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:
GOPRO, INC.

By: 
Name: **BRIAN MCGEE**
Title: **CHIEF FINANCIAL OFFICER**

ASSIGNEE:
BENDING SPOONS S.P.A.

By: 
Name: **FRANCESCO PATARNELLO**
Title: **MANAGING DIRECTOR**

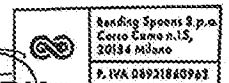
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|---|
| Bending Spoons S.p.a. Cassa Com. n.15, 20154 Milano P. IVA 08921860962 |
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[Signature Page to Trademark Assignment]

SCHEDULE I

ASSIGNED TRADEMARK

| Word Mark | Country | Registration Number | Serial Number |
|-----------|---------|---------------------|---------------|
| Splice | U.S. | 5317747 | 86884065 |



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