

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM580832

<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>
Plausible Labs Cooperative, Inc.		07/25/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Microsoft Corporation		
<b>Street Address:</b>	One Microsoft Way		
<b>City:</b>	Redmond		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98052		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4588586	PLCRASHREPORTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2067577014		
<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>	2067578014		
<b>Email:</b>	mstm@dwt.com		
<b>Correspondent Name:</b>	Matthew E. Moersfelder		
<b>Address Line 1:</b>	920 Fifth Avenue, Suite 3300		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>NAME OF SUBMITTER:</b>	Mary Hadley		
<b>SIGNATURE:</b>	/Mary Hadley/		
<b>DATE SIGNED:</b>	06/11/2020		
<b>Total Attachments: 5</b>			
source=PLCRASHREPORTER - Assignment (Plausible Labs to Microsoft).FE#page1.tif			
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source=PLCRASHREPORTER - Assignment (Plausible Labs to Microsoft).FE#page3.tif			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), dated as of July 25<sup>th</sup>, 2019 (the “Effective Date”), is made by Microsoft Corporation, a Washington corporation (“Microsoft”), and Plausible Labs Cooperative, Inc., a California corporation (the “Assignor”).

### RECITALS

- A. Assignor developed an open-source software program called “PLCrashReporter” that provides certain crash reporting services for iOS and Mac OS X (“PLCrashReporter”).
- B. Assignor hosts and maintains PLCrashReporter on GitHub.
- C. In consideration of Microsoft taking over the maintenance of the PLCrashReporter repository on GitHub from Assignor, Assignor agrees to transfer and assign the Transferred IP (as defined below) to Microsoft in accordance with the terms of this Assignment.
- C. Microsoft wishes to accept the Transferred IP from Assignor in accordance with the terms of this Assignment.

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** As used herein, the following terms have the following meanings:

- 1.1. “**Copyrights**” mean the works of authorship, copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith (including any moral and economic rights, however denominated), including but not limited to any that are listed on Exhibit A.
- 1.2. “**Domain Name**” means the domain name listed on Exhibit A.
- 1.3. “**PLCrashReporter Website**” means the website located at <https://www.plcrashreporter.org/>, including but not limited to its subpages.
- 1.4. “**PLCrashReporter Website Content**” means the photos, text, videos, HTML code, CSS, scripts, documentation and associated materials comprising the PLCrashReporter Website, including but not limited to the look and feel of the PLCrashReporter Website.
- 1.5. “**Trademarks**” means any trademarks, service marks, trade names, service names, trade dress, logos, domain names, and other identifiers of source associated with PLCrashReporter, including all goodwill connected with the use thereof and symbolized thereby, and any and all common law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing, including but not limited to the trademark(s) listed on Exhibit A.
- 1.6. “**Transferred IP**” means the Trademarks, Copyrights, PLCrashReporter Website Content, and Domain Name.

2. **Assignment of Rights.** Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to Microsoft all of Assignor’s rights, title and interests in and to the Transferred IP. Microsoft will, at its own cost and expense, complete and submit to the United States Patent and Trademark Office any and all filings and instructions necessary to record an assignment of the ownership of the Trademarks from Assignor to Microsoft.


3. **Domain Name Transfer.** At Microsoft's expense, Assignor will promptly complete and submit to the registrar for the Domain Name any and all instructions necessary to transfer ownership as registrant of the Domain Name to Microsoft. Microsoft has the right to redirect all internet traffic from the PLCrashReporter Website to one or more website's at Microsoft's sole discretion.
4. **Representations and Warranties.** Assignor represents and warrants to Microsoft that it (a) is the sole owner of all right, title, and interest in the Transferred IP immediately prior to the Effective Date; (b) has not assigned, transferred, licensed, pledged, placed a lien, or otherwise encumbered any of the Transferred IP or agreed to do so, and (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 2.
5. **Limitation of Liability.** MICROSOFT WILL NOT BE LIABLE TO ASSIGNOR OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES OF ANY KIND EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
6. **Further Assurances.** Assignor will promptly execute and deliver to Microsoft any documents necessary to complete the timely transfer of the Transferred IP to Microsoft. If Microsoft is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Section 6, Assignor hereby irrevocably designates and appoints Microsoft and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
7. **Entire Agreement; Amendments.** This Assignment constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof, and will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment may be modified only by a written agreement signed by both parties.
8. **Counterparts, Facsimile Signature.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
9. **Notices.** Unless otherwise provided in this Assignment, all notices under this Assignment will be given in writing, will refer to this Assignment and will be personally delivered or sent by recognized overnight courier, receipted facsimile transmission with electronic confirmation or certified mail (return receipt requested) to the address set forth below the parties' signatures at the end of this Assignment. Any party may from time to time change such address by giving the other party notice of such change in accordance with this Section 9. Notice is effective when delivered personally, on the business day after sent by overnight courier service, on the business day after sent by facsimile with electronic confirmation to the sender, or three business days after sent by certified mail (return receipt requested).
10. **Governing Law.** This Assignment is governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Washington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court. The parties hereto irrevocably and unconditionally waive any

objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

*[Signature page follows]*

IN WITNESS WHEREOF, by the signatures of their authorized representatives below, the parties have duly executed this Assignment as of the Effective Date.

**Microsoft: Microsoft Corporation**


Signature:   
Jakub Oleksy (Print), 2020 14:02:10 PST

Name (Print): Jakub Oleksy

Title: VP of Engineering

Date: Jun 5, 2020

**Assignor: Plausible Labs Cooperative, Inc.**

Signature:   
Christopher P. Campbell (Print), 2020 14:14:03 PST

Name (Print): Christopher P. Campbell

Title: CEO

Date: Jun 5, 2020

**EXHIBIT A**

**Transferred IP**

**Domain Name(s)**

<b>Domain</b>	<b>Registrant Organization</b>
https://www.plcrashreporter.org/	Plausible Labs Cooperative, Inc.

**Copyrights**

Registered Copyrights

None.

Unregistered Copyrights

PLCrashReporter Website Content

**Trademarks**

Registered Trademarks

PLCrashReporter

Unregistered Trademarks

