

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620434

<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>
SoundCloud Ltd.		12/18/2020	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SoundCloud Global Limited & Co. KG		
<b>Street Address:</b>	Rheinsberger Str. 76/77		
<b>City:</b>	Berlin		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	10115		
<b>Entity Type:</b>	Kommanditgesellschaft (Kg): GERMANY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4058430	SOUNDCLOUD	
<b>Registration Number:</b>	4287567		
<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>Email:</b>	bnatter@haugpartners.com		
<b>Correspondent Name:</b>	Ben Natter		
<b>Address Line 1:</b>	745 Fifth Ave		
<b>Address Line 4:</b>	New York, NEW YORK 10151		
<b>ATTORNEY DOCKET NUMBER:</b>	A165-159		
<b>NAME OF SUBMITTER:</b>	Kyle Koemm		
<b>SIGNATURE:</b>	/Kyle Koemm/		
<b>DATE SIGNED:</b>	01/14/2021		
<b>Total Attachments: 2</b>			
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source=Soundcloud Limted- Signed assignment doc- US- 5 January 2020#page2.tif			

OP \$65.00 4058430

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), executed on .....<sup>18</sup>.....December 2020 and effective on 30 December 2020 (at 24:00 CET) (the "Effective Date"), is entered into by and between SoundCloud Limited, a UK registered company ("Assignor") and SoundCloud Global Limited & Co. KG, a German KG ("Assignee").

WHEREAS, Assignor owns the Trademarks set forth on Schedule 1 hereto (the "Assigned Trademarks") and, desires to assign, convey, transfer, deliver and vest all of its right, title and interests in and to the Assigned Trademarks, together with all common law rights thereto and the goodwill of the Business symbolized by, appertaining thereto, and associated with the Assigned Trademarks to and in Assignee; and

WHEREAS, Assignee desires to accept from Assignor the Assigned Trademarks.

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

As of the Effective Date, Assignor hereby irrevocably assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor's entire, right, title and interest in and to the Assigned Trademarks, together with all common law rights thereto and the goodwill of the business symbolized by, appertaining thereto, and associated with the Assigned Trademarks.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in one or more counterparts and delivered via pdf, or other electronic means, each of which shall be deemed an original as against the party that signed it and all of which shall together constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party, it being understood that both parties need not sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

SoundCloud Limited

By: [Signature]

Name: MAN BACHENHOLZ

Title: VP FINANCE & OPERATIONS

ASSIGNEE:

SoundCloud Global Limited & Co. KG



By: [Signature]

Name: MAN BACHENHOLZ

Title: VP FINANCE & OPERATIONS

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

Mark	Registration No.	Class(es)	Owner
	4287567	9, 35, 38, 41, 42	SoundCloud Ltd
	5143796	9, 16, 25, 35, 38, 41, 42, 45	SoundCloud Ltd
SOUNDCLOUD	4058430	35, 38, 41, 42	SoundCloud Ltd
SOUNDCLOUD	5234270	9, 16, 25, 35, 38, 41, 42, 45	SoundCloud Ltd