

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gracernote, Inc.		04/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Roku, Inc.		
Street Address:	1155 Coleman Ave.		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4620489	ZAMPLE	
Registration Number:	4613539	ZAMPLE	
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:	3108490336		
Email:	jason@zedecklaw.com		
Correspondent Name:	Jason Zedeck		
Address Line 1:	P.O. Box 35210		
Address Line 2:	Law Office of Jason Zedeck		
Address Line 4:	Los Angeles, CALIFORNIA 90035-0210		
ATTORNEY DOCKET NUMBER:	ROKU/ZAMPLE - ASSN		
NAME OF SUBMITTER:	Jason Zedeck		
SIGNATURE:	/jasonzedeck/		
DATE SIGNED:	04/23/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (together with all Attachments hereto, this “**Trademark Assignment**”), entered into on April 15, 2021, is made and entered into by and between Gracenote, Inc., a Delaware corporation (the “**Seller**”), and Roku, Inc., a Delaware corporation (the “**Buyer**”). The Seller and the Buyer are referred to collectively herein as the “**Parties**” and individually as a “**Party**.” Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, the Seller and certain of its Affiliates and the Buyer have entered into that certain Asset and Stock Purchase Agreement, dated as of February 28, 2021 (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell to the Buyer all of the Seller’s right, title and interest in and to, among other things, the Trademarks and other Intellectual Property included in the Acquired Assets, including the Assigned Trademarks (as defined below); and

WHEREAS, the Seller and the Buyer desire to execute this Trademark Assignment for purposes of, among other things, recording the assignment of the Assigned Trademarks and filing this Trademark Assignment with the United States Patent and Trademark Office and/or any other applicable agencies outside of the United States, including to indicate ownership of the Intellectual Property described below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment and Transfer.** The Seller hereby irrevocably and forever, without reservation, sells, assigns, conveys, transfers and delivers to the Buyer the Seller’s entire right, title and interest throughout the world in, to and under the Trademarks and the registrations and applications on Attachment 1 together with any and all goodwill connected with or symbolized by such Trademarks (the “**Assigned Trademarks**”), the same to be held and enjoyed by the Buyer for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives to the full end of the term or terms for which Assigned Trademarks or other rights may be granted, as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment had not been made and the Buyer hereby accepts from the Seller and succeeds to the Assigned Trademarks, including (a) all rights (as such may exist or be created in any jurisdiction), whether statutory, common law or otherwise, in, arising out of, or associated with the foregoing; (b) all goodwill, proprietary rights or other Intellectual Property now known or hereafter recognized in any jurisdiction worldwide in, arising out of, or associated with the foregoing; (c) all rights equivalent or similar or pertaining to the foregoing, including those arising under international treaties and convention rights; (d) all rights and powers to assert, defend and recover title to any of the foregoing; (e) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to any of the foregoing; (f) all proceeds, income, royalties, damages and payments now or hereafter due and payable under or in respect of all of the foregoing (including with respect to past, present or future infringement or violation thereof); and (g) all administrative rights arising from the foregoing, including the right to file and prosecute applications and oppose, interfere with or challenge the applications of others obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing.

2. **Terms of the Purchase Agreement.** None of the representations, warranties, covenants, obligations, rights or remedies of any party under the Purchase Agreement shall be deemed to be limited, qualified, enlarged, modified or altered in any way by the execution, delivery or acceptance of this

Trademark Assignment. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. **Governing Law.** Section 10.2 of the Purchase Agreement shall apply *mutatis mutandis* to this Trademark Assignment.


4. **Counterparts.** This Trademark Assignment may be executed in multiple counterparts (including by means of copied or PDF signature pages), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt. A signed copy of this Trademark Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first set forth above.

SELLER:

GRACENOTE, INC.

By: 

Name: George D. Callard

Title: President

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment and as of the date first set forth above.

BUYER:

ROKU, INC.

By: 
Name: Gil Fuchsberg
Title: Head of Corporate Development &
Strategic Planning

Attachment 1

Project Renaissance Trademarks from Gracenote, Inc.

Mark	Country	Record Status	Application Number	Application Filing Date	International Class No(s).	Registration Number	Reg. Date
ZAMPLE	US	Granted	86/208135	2/28/2014	42	4,620,489	11/14/2014
ZAMPLE	US	Granted	86/208127	2/28/2014	9	4,613,539	9/30/2014