

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
In Defense of Growth Incorporated		02/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Spotify USA Inc.		
Street Address:	150 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6843466	PODSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	41204-900 (TM1213/JLD)		
NAME OF SUBMITTER:	Christine K. Au-Yeung		
SIGNATURE:	/Christine K. Au-Yeung/		
DATE SIGNED:	09/29/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Assignment**"), dated as of February 14, 2022 is made by In Defense of Growth Incorporated, a Delaware corporation with its principal address at 150 Greenwich Street, New York, NY 10007 ("**Assignor**"), and Spotify USA Inc., a Delaware corporation with its principal office at 150 Greenwich Street, New York, NY 10007 ("**Assignee**").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Agreement and Plan of Merger dated February 11, 2022 by and among Assignee, Assignor, PPAMS Inc., a Delaware corporation, certain persons identified therein as sellers and Fortis Advisors, LLC, solely in its capacity as the representative of the stockholders of Assignor, pursuant to which Assignee acquired all of the outstanding equity interests in Assignor (the "**Acquisition**");

WHEREAS, Assignor subsequently agreed to transfer and did transfer to Assignee all of the intellectual property rights owned or held by Assignor including, without limitation those intellectual property rights owned or held by Assignor on the date of the Acquisition, namely February 14, 2022, as well as any and all intellectual property rights created, developed or otherwise acquired by Assignor since that time (the "**Transferred IP**");

WHEREAS, Assignor wishes to assign, convey and transfer to Assignee, and Assignee wishes to acquire, any and all trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with any applications and registrations therefor (including any common law rights that may exist and are associated therewith) and together with the goodwill symbolized by any of the foregoing, including, without limitation, those trademark registrations, trademark applications, domain names and social media accounts and usernames set forth on Schedule 1 hereto, included in the Transferred IP (the "**Trademarks**");

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Section 1. Assignment . Effective as of the date hereof, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and its successors and assigns, any and all of Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, those set forth on Schedule 1 hereto, together with (a) the right to apply for, make filings with respect to and maintain all registrations, applications and renewals thereof, and (b) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, misappropriations, or other violations thereof, including the right to sue and obtain equitable relief in respect of such infringements, misappropriations and other violations,

and the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 2. Cooperation. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor hereby authorizes the United States Patent & Trademark Office and any other patent and trademark office or similar or comparable agency, office, register or registrar in any country or jurisdiction to record Assignee, and its successors and assigns, as the owner of the Trademarks in accordance with the terms of this instrument, and to issue any such registration, certificate or document in such country or jurisdiction in the name and for the benefit of Assignee, its successors and assigns. Assignor further hereby authorizes the current registrar of each domain name in the Transferred IP to transfer the ownership and control of such domain name to Assignee. The Assignor agrees that at any time and from time to time the Assignor shall promptly execute and deliver all further instruments and documents which the Assignee, its successors and/or assigns may reasonably request and at the cost of the Assignee and its successors and/or assigns to effect the terms of this Assignment and to perfect, protect or more fully evidence the Assignee's and its successors' and/or assigns' respective right, title and interest in and to the Trademarks, including, without limitation, its recordation in the US Patent & Trademark Office and all applicable U.S. and foreign local, state and national intellectual property offices.

Section 3. Counterparts. This Assignment may be signed in counterparts (including via facsimile or pdf) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment Agreement as of the date first above written.

IN DEFENSE OF GROWTH INCORPORATED

Michael Eubanks
By: _____
Name: Michael Eubanks
Title: Tax Officer

SPOTIFY USA INC.

Steven D Kim
By: _____
Name: Steve Kim
Title: Assistant Secretary

Schedule 1

Trademark Application for the word mark: PODSIGHTS, filed August 10, 2021, Serial # 90875208.

podights.com
lodsights.com
odl.dev
pod-sights.com
podcast-cowboy.com
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