

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779616

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900724199		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonantic Limited		07/11/2022	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Spotify AB		
Street Address:	Regeringsgaten 19		
City:	Stockholm		
State/Country:	SWEDEN		
Postal Code:	11153		
Entity Type:	Corporation: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90521282	SONANTIC	
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 (TM1240/JLD)		
NAME OF SUBMITTER:	Christine K. Au-Yeung		
SIGNATURE:	/Christine K. Au-Yeung/		
DATE SIGNED:	01/10/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Assignment**"), dated as of July 11, 2022 is made by Sonantic Limited, a private limited company incorporated in England and Wales with the registered number 11718574 ("**Assignor**"), and Spotify AB, a company limited by shares incorporated in Sweden under company registration number 556703-7485 ("**Assignee**").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Securities Purchase Agreement dated June 11, 2022 by and among Assignee, Assignor, Zeena Qureshi and John Flynn, 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;

WHEREAS, Assignor subsequently agreed to transfer and did transfer to Assignee, pursuant to an Intellectual Property Assignment Agreement dated as of the date hereof, all of the intellectual property rights owned or held by Assignor including, without limitation those intellectual property rights owned or held by Assignor on July 11, 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, including, without limitation, those trademarks set forth on Schedule A, 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, 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 A 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.

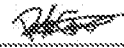
Section 2. Cooperation. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor hereby authorizes the United States Patent and Trademark Office and any other patent and trademark office or similar 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 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 and 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.

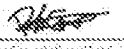
[Signature page follows]

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

SONANTIC LIMITED

By: 
Peter Grandelius (Dkt. S. 2021-1-007-041-00)
Name: Peter Grandelius
Title: Director

SPOTIFY AB

By: 
Peter Grandelius (Dkt. S. 2021-1-007-041-00)
Name: Peter Grandelius
Title: Deputy Director

Schedule A

Trademarks

Proprietor	TM Number	Jurisdiction	Class(es)	Filing Date	Mark Text
Sonantic Limited	90521282	US	9	09 February 2021	SONANTIC
Sonantic Limited (after TM21A filing)	UK000034699 42	UK	9, 38, 39, 41, 42	25 February 2020	SONANTIC