# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM771583

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Spotify USA Inc.		02/14/2022	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Spotify AB	
Street Address:	Regeringsgatan 19	
City:	Stockholm	
State/Country:	SWEDEN	
Postal Code:	11153	
Entity Type:	Limited Liability Company: SWEDEN	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6843466	PODSIGHTS

## CORRESPONDENCE DATA

Fax Number: 6504936811

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.

650-493-9300 Phone:

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:	12/02/2022

#### **Total Attachments: 4**

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> **TRADEMARK** REEL: 007907 FRAME: 0596

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### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), dated as of February 14, 2022 is made by Spotify USA Inc., a Delaware corporation with its principal office at 150 Greenwich Street, New York, NY 10007 ("Assignor"), and Spotify AB, a limited liability company incorporated under the laws of Sweden with its principal office at Regeringsgatan 19 Stockholm, 111 53 Sweden ("Assignee").

### **RECITALS**

WHEREAS, Assignor acquired on February 14, 2022 (the "Acquisition Date") all of the outstanding equity interests in and to In Defense of Growth Incorporated ("Podsight") pursuant to that certain Agreement and Plan of Merger dated February 11, 2022 by and among Podsight, 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;

WHEREAS, Podsight subsequently agreed to transfer and did transfer to Assignor all of the intellectual property rights owned or held by Podsight, including, without limitation those intellectual property rights owned or held by Podsight on the Acquisition Date, 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 <u>Schedule 1</u> 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. <u>Assignment</u>. 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 <u>Schedule 1</u> 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,

TRADEMARK REEL: 007907 FRAME: 0597 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 the 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. <u>Counterparts</u>. 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.

## SPOTIFY USA INC.

Steven D Kim By: Name: Steve Kim

Title: Assistant Secretary

**SPOTIFY AB** 

By: Peter Grandelius (Jun 10, 2022 13:47 GMT+2)

Name: Peter Grandelius Title: Deputy Director

> **TRADEMARK REEL: 007907 FRAME: 0599**

## Schedule 1

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

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**RECORDED: 12/02/2022** 

@Podsights on Twitter, Facebook, Instagram and TikTok.

TRADEMARK REEL: 007907 FRAME: 0600