# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM808811

**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.		01/01/2021	Corporation:

#### **RECEIVING PARTY DATA**

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

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	6383211	PARCAST
Serial Number:	88336580	PARCAST PODCAST. AUDIO. RADIO. RE-IMAGIN

# CORRESPONDENCE DATA

Fax Number: 8669477329

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.

Phone: 650-493-9300

Email: trademarks@wsgr.com

WILSON SONSINI GOODRICH & ROSATI **Correspondent Name:** 

Address Line 1: 650 Page Mill Road

Address Line 4: Palo Alto, CALIFORNIA 94304-1050

ATTORNEY DOCKET NUMBER:	: 41204.900 (TM1059-60/JLD)		
NAME OF SUBMITTER: Christine K. Au-Yeung			
SIGNATURE: /Christine K. Au-Yeung/			
DATE SIGNED:	05/08/2023		

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

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#### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), dated as of January 1, 2021 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 April 1, 2019 (the "Acquisition Date") all of the outstanding equity interests in and to Cutler Media LLC ("Parcast") pursuant to that certain Membership Interest Purchase Agreement dated as of March 22, 2019 by and among Assignor, Max Cutler, as Founder and Seller, The Ron and Lori Cutler Trust, as the other Seller, Ron Cutler and Lori Cutler and The Sellers' Representative;

WHEREAS, Parcast subsequently agreed to transfer and did transfer to Assignor all of the intellectual property rights owned or held by Parcast, including, without limitation those intellectual property rights owned or held by Parcast on the Acquisition date, as well as any and all intellectual property rights developed or otherwise acquired by Parcast since that time through the date hereof and thereafter (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 <a href="Schedule 1">Schedule 1</a> 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, the Assignor hereby sells, conveys, assigns, transfers and delivers to the 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, and the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 2. This Assignment has been executed and Cooperation. 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 Ringer 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.

By: \_\_\_\_\_

Name Steve Kim

Title: Assistant Secretary

SPOTIFY AB

NamePeter Grandelius Title: Deputy Director

# Schedule 1

# Trademarks

Jurisdiction	Trademark	Application No.	Registration No.
US	PARCAST	88324859	6383211
US	PARCAST LOGO	88336580	
	PARCAST PODCAST, AUDIO, RADIO RE- IMAGINED (AND DESIGN)		

Domain Names
Parcast.com
Cutlermediallc.com
Toasty.fm

**RECORDED: 05/08/2023**