

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gimlet Media LLC		07/26/2023	Limited Liability Company: 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: 16			
Property Type	Number	Word Mark	
Registration Number:	4817504	REPLY ALL	
Registration Number:	4817506	G	
Registration Number:	4814653	GIMLET MEDIA	
Registration Number:	5325146	HEAVYWEIGHT	
Registration Number:	6092778	MOTHERHOOD SESSIONS	
Registration Number:	5404407	UNDONE	
Registration Number:	5566553	THE HABITAT	
Registration Number:	5460411	EVERY LITTLE THING	
Registration Number:	5419848	THE NOD	
Registration Number:	5293120	PITCH PODCAST	
Registration Number:	5623676	UNCIVIL	
Registration Number:	5742908	CHOMPERS	
Registration Number:	5590427	WE CAME TO WIN	
Registration Number:	5743562	GIMLET CREATIVE	
Serial Number:	88241562	CONVICTION	
Serial Number:	86881759	SAMPLER	
CORRESPONDENCE DATA			

CH \$415.00 4817504

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

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 (JLD)
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NAME OF SUBMITTER:	Christine K. Au-Yeung
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SIGNATURE:	/Christine K. Au-Yeung/
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DATE SIGNED:	07/28/2023
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Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Assignment**”), dated as of July 26, 2023 is made by Gimlet Media LLC, a Delaware limited liability company, formerly known as Gimlet Media Inc., a Delaware corporation, with its principal address at 41 Flatbush Ave floor 7, Brooklyn, NY 11217 (“**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 entered into that certain Agreement and Plan of Merger (“**Merger Agreement**”) dated as of February 6, 2019 by and among Assignee, Assignor, GAMS Inc., a Delaware corporation and a direct wholly-owned subsidiary of Assignee, certain other persons identified in the Merger Agreement as sellers and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative of the sellers, pursuant to which Assignee acquired all of the outstanding capital stock in Assignor (the “**Acquisition**”);

WHEREAS, Assignor subsequently agreed to transfer and did transfer to Assignor 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 Acquisition date, namely, February 15, 2019, as well as any and all intellectual property rights developed or otherwise acquired by Assignor 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 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:

Assignment . 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 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.

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.

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.


GIMLET MEDIA LLC

By: *Dagmara Jastrzebska*
Name: Dagmara Jastrzebska
Title: Assistant Secretary

SPOTIFY USA INC
By: *Derek Tang*
Name: Derek Tang
Title: Senior Counsel

Schedule 1

Trademarks

Mark	Country	App. No.	Reg. No.	Record Owner	
REPLY ALL	U.S.A.	86/534316	4817504	Gimlet LLC	Media
	U.S.A.	86/534335	4817506 Cancelled 1-APR-20 22	Gimlet LLC	Media
GIMLET MEDIA	U.S.A.	86/421822	4814653	Gimlet LLC	Media
HEAVYWEIGHT	U.S.A.	87/130455	5325146	Gimlet Media LLC	

MOTHERHOOD SESSIONS	U.S.A.	88/327533	6092778	Gimlet Media LLC
UNDONE	U.S.A.	87/223711	5404407	Gimlet Media, Inc.
THE HABITAT	U.S.A.	87/328034	5566553	Gimlet Media LLC
EVERY LITTLE THING	U.S.A.	87/388611	5460411	Gimlet Media LLC
THE NOD	U.S.A.	87/441969	5419848	Gimlet Media LLC
PITCH PODCAST	U.S.A.	87/187884	5293120	Gimlet Media LLC
UNCIVIL	U.S.A.	87/585631	5623676	Gimlet Media LLC
CHOMPERS	U.S.A.	87/839335	5742908	Gimlet Media LLC
WE CAME TO WIN	U.S.A.	87/902000	5590427	Gimlet Media LLC

GIMLET CREATIVE	U.S.A.	87/939355	5743562	Gimlet Media LLC
CONVICTION	U.S.A.	88/241562 Abandoned 20-OCT-20 19		Gimlet Media Inc.
	U.S.A.	86881759 Abandoned		Gimlet Media Inc.

Domain Names

replyall.fyi
 gimlet.fm gimletmedia.fm
 chompers.dental
 soccer-podcast.com
 wecametowin.show
 theworldsgame.show
 sciencevs.show
 gimlet.media
 teamgimlet.com
 replyall.club
 gimlettles.com sandra.fyi
 emaildebt.club
 goldmangripes.com
 thepitch.fail
 thepitch.show thepitch.fm
 bestofthenod.com
 flippingthegamepodcast.com
 startuplistener.club gimlet.audio
 homecoming.show pitch.show
 gimletcreative.com
 annoyanceindex.com
 dotfuture.net
 eltsurvey.com
 geistguest.com
 mogul.show
 replyall.rodeo
 mogulevent.com
 thenod.show elt.show
 uncivil.show
 heavyweight.fm
 replyall.soy
 whyweeat.show
 earningcurve.net

pickmeup.vip
withoutfail.show
wireframe.show
gimlet.design
gimletmembers.com
homecoming.vip
crimetown.vip
storypiratespodcast.com
thenodbuysblack.com
crimetownmusic.com
replyall.industries
replyall.limo
replyall.diamonds
dtrshow.com replyall.pizza
sciencevs.space
thecutontuesdays.com
gimletfest.com
nodtothehairstons.com
replyall.gift replyall.ventures
startuplistener.com
gophergripes.com
dtrlistener.com
extraordinariesonthemic.com
fortunefavorsthebold.show
thesecrettovictory.com
gimletmedia.com replyall.fail
surprisinglyawesome.com
hearstartup.com hearuptone.com
replyallshow.com