

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636344

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bill Simmons Media Group, LLC		03/06/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spotify USA Inc.		
<b>Street Address:</b>	150 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10007		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5267029	THE RINGER	
<b>Registration Number:</b>	5991390	THE RINGER	
<b>Registration Number:</b>	4996444	THE BILL SIMMONS PODCAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	650-493-9300		
<b>Email:</b>	trademarks@wsgr.com		
<b>Correspondent Name:</b>	WILSON SONSINI GOODRICH & ROSATI		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304-1050		
<b>ATTORNEY DOCKET NUMBER:</b>	41204.900 (JLD)		
<b>NAME OF SUBMITTER:</b>	John L. Slafsky		
<b>SIGNATURE:</b>	/John Slafsky/		
<b>DATE SIGNED:</b>	04/01/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Assignment**”), dated as of March 6, 2020 is made by Bill Simmons Media Group, LLC, a California limited liability company with its principal address at 1438 N. Gower St. Suite 2, Los Angeles, CA, 90028-8306 (“**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 Membership Interest Purchase Agreement dated as of February 5, 2020 by and among Assignee, Assignor, William J. Simmons, III, as Founder, ZEEBEE33, LLC and Shareholder Representative Services LLC, as the Seller's Representative, pursuant to which Assignee acquired all of the outstanding equity interests in Assignor (the "**Acquisition**");

**WHEREAS**, BSMG subsequently agreed to transfer and did transfer to Assignor all of the intellectual property rights owned or held by BSMG, including, without limitation those intellectual property rights owned or held by BSMG on the Acquisition date, namely March 6, 2020, as well as any and all intellectual property rights developed or otherwise acquired by BSMG since that time through the date hereof and thereafter (the "**Ringer 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 Ringer 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 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.

### 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.

**BILL SIMMONS MEDIA GROUP, LLC**

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

**SPOTIFY USA INC.**

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

**Schedule 1**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>
US	THE RINGER	86982656	5267029
US	THE RINGER	86864411	5991390
US	THE BILL SIMMONS PODCAST	86780398	4996444

**Domain Names**

fridayrollin.com  
fridayrolling.com  
hottesttake.com  
thehottesttake.com  
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ringerdigital.com  
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