

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM758315

<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>
Megaphone LLC		12/08/2020	Limited Liability Company: DELAWARE
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5286994	MEGAPHONE	
<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 (TM1138/JLD)		
<b>NAME OF SUBMITTER:</b>	Christine K. Au-Yeung		
<b>SIGNATURE:</b>	/Christine K. Au-Yeung/		
<b>DATE SIGNED:</b>	09/29/2022		
<b>Total Attachments: 5</b>			
source=Trademark Assignment Megaphone to Spotify USA#page1.tif			
source=Trademark Assignment Megaphone to Spotify USA#page2.tif			
source=Trademark Assignment Megaphone to Spotify USA#page3.tif			
source=Trademark Assignment Megaphone to Spotify USA#page4.tif			

CH \$40.00 5286994



**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (“**Assignment**”), effective as of December 8, 2020 is made by Megaphone LLC, a Delaware limited liability company with its principal address at 1255 23rd Street NW, Suite 650, Washington, D.C. 20037 (“**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 November 9, 2020 by and among Assignee, Assignor, and Graham Holdings Company, as seller (“**Agreement**”), pursuant to which Assignee acquired all of the outstanding equity interests in Assignor (the "**Acquisition**");

**WHEREAS**, Assignor subsequently agreed to transfer and did transfer to Assignor, 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 the Acquisition date, namely December 8, 2020, 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**"); and

**WHEREAS**, Assignor has, and wishes to assign, convey and transfer to Assignee, and Assignee has and 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 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, 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.

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. 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.

**MEGAPHONE LLC**

By: Michael Eubanks  
Name: Michael Eubanks  
Title: Tax Director

**SPOTIFY USA INC.**

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

## Schedule 1

### Trademarks

Jurisdiction	Trademark	Application No.	Registration No.
US	PANOPLY	86508634	4890473
US	MEGAPHONE	86852037	5286994

### Domain Names

megaphone.fm
megaphone.cloud
audiol.ink
howdoilistentopodcast.com
howdoilistentopodcasts.com
megal.ink
megaphone.link
megaphonereview.fm
megaphonereview.link
megaphonestaging.fm
megaphonestaging.link
panoply.fm
podcastchoices.com
podcastsrule.com
podl.ink
tryapodcast.com

trypodcasts.com
Audiometric.io
thegriftpodcast.com