PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4697654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
GOPRO, INC.	11/06/2017
GOPRO CARE, INC.	11/06/2017
GOPRO CARE SERVICES, INC.	11/06/2017
WOODMAN LABS CAYMAN, INC.	11/06/2017

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	4 CHASE METROTECH CENTER
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245

PROPERTY NUMBERS Total: 41

Property Type	Number
Patent Number:	9736384
Application Number:	15626931
Application Number:	15627055
Application Number:	62525987
Application Number:	15639335
Application Number:	15639454
Application Number:	15640799
Application Number:	29609791
Application Number:	15643123
Application Number:	15645411
Application Number:	15645451
Application Number:	15646535
Application Number:	29610747
Application Number:	15648948
Application Number:	15649424
Application Number:	15649509
Application Number:	15649446

PATENT REEL: 044180 FRAME: 0430

504650933

Property Type	Number
Application Number:	15654617
Application Number:	15654532
Application Number:	15656559
Application Number:	15663370
Application Number:	15665202
Application Number:	15666509
Application Number:	15673915
Application Number:	15674355
Application Number:	62546127
Application Number:	15678701
Application Number:	15681147
Application Number:	15681694
Application Number:	15681764
Application Number:	15685420
Application Number:	15685944
Application Number:	15686295
Application Number:	15687918
Application Number:	15690772
Application Number:	6255592
Application Number:	15698072
Application Number:	15698858
Application Number:	15701426
Application Number:	62557332
Application Number:	15685683

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: MELONY SOT

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173784 PT
NAME OF SUBMITTER:	JUSTIN HUNTE
SIGNATURE:	/Justin Hunte/
DATE SIGNED:	11/20/2017

Total Attachments: 11 source=GoPro - 2017 - Patent Security Agreement (September PCE) [Cogency]#page2.tif source=GoPro - 2017 - Patent Security Agreement (September PCE) [Cogency]#page3.tif source=GoPro - 2017 - Patent Security Agreement (September PCE) [Cogency]#page4.tif source=GoPro - 2017 - Patent Security Agreement (September PCE) [Cogency]#page5.tif source=GoPro - 2017 - Patent Security Agreement (September PCE) [Cogency]#page6.tif source=GoPro - 2017 - Patent Security Agreement (September PCE) [Cogency]#page7.tif source=GoPro - 2017 - Patent Security Agreement (September PCE) [Cogency]#page8.tif source=GoPro - 2017 - Patent Security Agreement (September PCE) [Cogency]#page9.tif source=GoPro - 2017 - Patent Security Agreement (September PCE) [Cogency]#page10.tif source=GoPro - 2017 - Patent Security Agreement (September PCE) [Cogency]#page11.tif source=GoPro - 2017 - Patent Security Agreement (September PCE) [Cogency]#page11.tif

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of November 6, 2017 (this "Agreement"), among GOPRO, INC., a Delaware corporation (the "Company"), the OTHER GRANTORS from time to time party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of March 25, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, GoPro Coöperatief U.A., a Dutch cooperative with excluded liability, having its statutory seat in Amsterdam, the Netherlands, and registered with the trade register in the Netherlands under number 61391743 (the "Dutch Borrower" and, together with the Company, the "Borrowers"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, and (b) the U.S. Collateral Agreement referred to therein. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto are (or are Affiliates of) the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the U.S. Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, <u>mutatis mutandis</u>.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations, each Grantor pursuant to the U.S. Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America or the equivalent thereof in any other country or any political subdivision thereof, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country or any political subdivision thereof, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, adjustments or extensions thereof,

[[3679241]]

and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, import or export the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. <u>Collateral Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the U.S. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the U.S. Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by fax, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. <u>Incorporation by Reference</u>. The provisions of Sections 5.02, 5.04, 5.05, 5.09 and 5.10 of the U.S. Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Pages Follow]

[[3679241]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GOPRO, INC.,

by Brian McGu
4CD9331997AF438

Name: Brian McGee

Title: Chief Financial Officer

GOPRO CARE, INC.

by

DocuSigned by:
Brian McGu
4CD9331997AF438...

Name: Brian McGee

Title: President, CFO, Director

GOPRO CARE SERVICES, INC.

by Brian McGee

Name: Brian McGee

Title: President, CFO, Director

WOODMAN LABS CAYMAN, INC.,

by Virginia Invine Crowe

Name: Virginia Irvine Crowe

Title: Assistant Secretary, VP of

Finance, Director

[Signature Page to Patent and Trademark Security Agreement]

[[NYCORP:3679241v2::10/13/2017--06:55 PM]]

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

by

Name: Courtney Eng Title: Vice President

[Signature Page to Patent and Trademark Security Agreement]

SCHEDULE I

U.S. Patent Registrations

U.S. PATENTS OWNED BY GOPRO, INC.

Registered Owner	Patent Number	Issue Date	Title
GoPro, Inc.	9,736,384	Aug. 15, 2017	Compression and Decoding of Single Sensor
			Color Image Data

U.S. PATENTS OWNED BY GOPRO CARE, INC.

None.

U.S. PATENTS OWNED BY GOPRO CARE SERVICES, INC.

None.

U.S. PATENTS OWNED BY WOODMAN LABS CAYMAN, INC.

None.

U.S. Patent Applications

U.S. PATENT APPLICATIONS OF GOPRO, INC.

Registered Owner	Title	Application Number	Filing Date
GoPro, Inc.	Video-Based Video Tagging	15/626,931	6/19/2017
GoPro, Inc.	System and Method of Generating Video from Video Clips Based on Moments of Interest Within the Video Clips	15/627,055	6/19/2017

[[3679241]]

GoPro, Inc.	Image Sensor Blemish Detection	62/525,987	6/28/2017
GoPro, Inc.	Ultrasonic Ranging State Management for Unmanned Aerial Vehicles	15/639,335	6/30/2017
GoPro, Inc.	Target Value Detection for Unmanned Vehicles	15/639,454	6/30/2017
GoPro, Inc.	Systems and Methods for Audio Based Synchronization Using Energy Vectors	15/640,799	7/3/2017
GoPro, Inc.	Camera	29/609,791	7/5/2017
GoPro, Inc.	Systems and Methods for Multi-Resolution Image Stitching	15/643,123	7/6/2017
GoPro, Inc.	Systems and Methods for Creating Compilations Based on Hierarchical Clustering	15/645,411	7/10/2017
GoPro, Inc.	Systems and Methods for Identifying Interesting Moments Within Videos	15/645,451	7/10/2017
GoPro, Inc.	Systems and Methods for Facilitating Consumption of Video Content	15/646,535	7/11/2017
GoPro, Inc.	Camera Mount	29/610,747	7/12/2017
GoPro, Inc.	Separate range tone mapping for component images in a combined image	15/648,948	7/13/2017
GoPro, Inc.	Systems and Methods for Providing Image Capture Configurations	15/649,424	7/13/2017
GoPro, Inc.	Systems and Methods for Accelerating Video Analysis	15/649,509	7/13/2017
GoPro, Inc.	Systems and Methods for Changing Storage of Videos	15/649,446	7/13/2017

GoPro, Inc.	Systems and Methods for Providing a Cubic Transport Format for Multi-Lens Spherical Imaging	15/654,617	7/19/2017
GoPro, Inc.	Compression and Decoding of Single Sensor Color Image Data	15/654,532	7/19/2017
GoPro, Inc.	Subject Tracking Systems for a Movable Imaging System	15/656,559	7/21/2017
GoPro, Inc.	Systems and Methods for Providing Flight Control for an Unmanned Aerial Vehicle Based on Opposing Fields of View with Overlap	15/663,370	7/28/2017
GoPro, Inc.	Methods and Apparatus for Providing a Frame Packing Arrangement for Panoramic Content	15/665,202	7/31/2017
GoPro, Inc.	Electronic Image Stabilization Frequency Estimator	15/666,509	8/1/2017
GoPro, Inc.	Systems and Methods for Indicating Highlights Within Spherical Videos	15/673,915	8/10/2017
GoPro, Inc.	Automatically Determining a Wet Microphone Condition in a Sports Camera	15/674,355	8/10/2017
GoPro, Inc.	Systems and Methods for Creating Video Summaries	62/546,127	8/16/2017
GoPro, Inc.	Camera Mount	15/678,701	8/16/2017
GoPro, Inc.	Camera Peripheral Device for Supplemental Audio Capture and Remote Control of Camera	15/681,147	8/18/2017
GoPro, Inc.	Credential Transfer Management Camera System	15/681,694	8/21/2017
GoPro, Inc.	Image Stitching with Electronic Rolling Shutter Correction	15/681,764	8/21/2017

GoPro, Inc.	Spherical Visual Content Transitions	15/685,420	8/24/2017
GoPro, Inc.	Remotely Controlling Video Playback	15/685,420	8/24/2017
GoPro, Inc.	Submersible Microphone System with a Compressible Spacer	15/685,944	8/24/2017
GoPro, Inc.	Positioning Apparatus for Photographic and Video Imaging and Recording and System Utilizing the Same	15/686,295	8/25/2017
GoPro, Inc.	Sequential In-Place Blocking Transposition for Image Signal Processing	15/687,918	8/28/2017
GoPro, Inc.	Local Tone Mapping	15/690,772	8/30/2017
GoPro, Inc.	Bearing Configuration for an Electronic Motor	62/555,592	9/7/2017
GoPro, Inc.	Systems and Methods for Translational Motion Correction	15/698,072	9/7/2017
GoPro, Inc.	Broadcast Management System	15/698,858	9/8/2017
GoPro, Inc.	Audio Systems for a Submersible Camera: Beam Forming for Microphones on Orthogonal Faces of a Camera	15/701,426	9/11/2017
GoPro, Inc.	Remote Image Capture and Mounting Ecosystem	62/557,332	9/12/2017

U.S. PATENT APPLICATIONS OF GOPRO CARE, INC.

None.

U.S. PATENT APPLICATIONS OF GOPRO CARE SERVICES, INC.

[[3679241]]

None.	
	U.S. PATENT APPLICATIONS OF WOODMAN LABS CAYMAN, INC.
None	

[[3679241]]

SCHEDULE II

U.S. Trademark Registrations

U.S. TRADEMARK/TRADE NAMES OWNED BY GOPRO, INC.

Registered Owner	Trademark	Class	Reg Date	Reg#
GoPro, Inc.	LIVEPANO	09; 35; 42	10/22/2013	4420373 /
				IR 1146744
GoPro, Inc.	PANOTOUR	09; 35; 42	10/22/2013	4420381 /
				IR 1148824

U.S. TRADEMARKS OWNED BY GOPRO CARE, INC.

None.

U.S. TRADEMARKS OWNED BY GOPRO CARE SERVICES, INC.

None.

U.S. TRADEMARKS OWNED BY WOODMAN LABS CAYMAN, INC.

None.

U.S. Trademark Applications

U.S. TRADEMARK APPLICATIONS OF GOPRO, INC.

Registered Owner	Trademark	Class	App Date	App #
GoPro, Inc.	KOLOR	09; 35; 38; 41; 42	5/14/2015	79169220

U.S. TRADEMARK APPLICATIONS OF GOPRO CARE, INC.

None.

U.S. TRADEMARK APPLICATIONS OF GOPRO CARE SERVICES, INC.

None.

[[3679241]]

U.S. TRADEMARK APPLICATIONS OF WOODMAN LABS CAYMAN, INC.

None.

[[3679241]]

RECORDED: 11/20/2017