## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM517279

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Best Buy Co., Inc.		03/25/2019	Corporation:

## **RECEIVING PARTY DATA**

Name:	BBY Solutions, Inc.		
Street Address:	7601 Penn Ave S		
City:	Richfield		
State/Country:	MINNESOTA		
Postal Code:	55423		
Entity Type:	Corporation: MINNESOTA		

## **PROPERTY NUMBERS Total: 5**

Property Type Number		Word Mark		
Serial Number:	85582930	SWIRL		
Serial Number:	85583365	SWIRL		
Serial Number:	85583385	SWIRL		
Serial Number:	86083092	SWIRL		
Serial Number:	86081881	SECURECAST		

## **CORRESPONDENCE DATA**

Fax Number:

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: 952-291-4427

Email: trademarks@bestbuy.com

BBY Solutions. Inc. Correspondent Name: Address Line 1: 7601 Penn Ave S

Address Line 4: Richfield, MINNESOTA 55423

NAME OF SUBMITTER:	Danielle Suess
SIGNATURE:	/Danielle Suess/
DATE SIGNED:	04/03/2019

**Total Attachments: 4** 

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### TRADEMARK ASSIGNMENT

This Trademark Assignment is between **Best Buy Co.**, **Inc.** a corporation organized and existing under the laws of the State of Minnesota, and having a principal place of business at 7601 Penn Avenue South, Richfield, Minnesota 55423 ("Assignor") and **BBY Solutions, Inc.**, a corporation organized and existing under the laws of the State of Minnesota and having a principal place of business at 7601 Penn Avenue South, Richfield, Minnesota 55423 ("Assignee").

The Assignor has delivered this instrument signed by the Assignor to enable the Assignee to file it with any appropriate governmental agency to indicate ownership of the trademarks described below and for the other purposes set forth in this instrument.

- 1. For good and valuable consideration, receipt of which the Assignor acknowledges, and by signing and delivering this instrument, the Assignor sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title, and interest in and to:
  - a. the registered trademarks and applications for registration of trademarks specifically listed in Attachment A to this Trademark Assignment; and
    - all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;
    - all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark;
    - iii. all rights in and under the trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment I and
    - iv. all rights to sue and recover damages and payments for past, present, and future infringements, dilution, or other violation of any of the trademarks, including the right to full and entirely replace the Assignor in all related matters.
- 2. The assignment is made in connection with the sale to Assignee of the entire business to which the trademarks relate. As of the date set forth below, the Assignee has succeeded to all right, title, and standing of the Assignor to: (a) receive all rights and benefits pertaining to the trademarks and related rights describe above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the trademarks described above. This Trademark Assignment (a) is irrevocable and effective upon the Assignor's signature to and delivery

TRADEMARK REEL: 006608 FRAME: 0658 of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the execution of the Assignment, if and only if the such execution occurs, (b) benefits and binds the parties to the Agreement and their respective successors and assignees and (c) does not modify or affect, and is subject to, the provisions of the Agreement.

BEST BUY CO., INC. [Assignor]

Keith J. Nelsen

General Counsel and Secretary of Best Buy Co., Inc.

STATE OF MINNESOTA

**COUNTY OF HENNEPIN** 

I, Solle, Notary Public, certify that Keith J. Nelsen is personally known to me and is duly empowered to execute and deliver this Certificate. I further certify that he represents Best Buy Co., Inc. in his capacity as General Counsel and Secretary, and that said representation is legal and satisfactory pursuant to the authenticated documents exhibited before me.

Signed and sworn to before me this 25 day of Month, 2019.

DEBRA L. SELLE
Notary Public, State of Minnesota
My Commission Expires

January 31, 2020

Odra L. Selle

TRADEMARK
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BBY SOLUTIONS, INC. [Assignee] Jodie Cris VP, Associate General Counsel & Assistant Secretary STATE OF MINNESOTA COUNTY OF HENNEPIN 1. Danielle Suess \_\_\_\_, Notary Public, certify that Jodie Crist is personally known to me and is duly empowered to execute and deliver this Certificate. I further certify that she represents BBY Solutions, Inc. in her capacity as VP, Associate General Counsel & Assistant Secretary, and that said representation is legal and satisfactory pursuant to the authenticated documents exhibited before me. Signed and sworn to before me this 3 day of April, 2019.



# EXHIBIT A

Mark	Juris	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status	Next Maintenance / Renewal Deadline
SWIRL	US	9	3/28/12	85582930	7/8/14	4564644	Registered	7/8/20
SWIRL	US	35	3/29/12	85583365	7/15/14	4568745	Registered	7/15/20
SWIRL	US	45	3/29/12	85583385	1/15/13	4277241	Registered	1/15/19
SWIRL	US	9, 42	10/4/13	86083092	2/3/15	4682704	Registered	2/3/21
SWIRL	EU	9, 35, 42, 45	9/10/12	011176898	2/5/13	011176898	Registered	9/10/22
SWIRL	EU	9, 38, 42	2/18/14	012608816	7/9/14	012608816	Registered	2/18/24
SWIRL	JP	9, 42	2/19/14	2014-12177	8/15/14	5694982	Registered	8/15/24
SWIRL	KR	9, 42	4/3/14	45-2014- 0002564	10/1/15	45-0059384	Registered	10/1/25
SECUREC AST	US	9	10/3/13	86081881	11/25/14	4646413	Registered	11/25/20
SECUREC AST	EU	9, 38	2/14/14	012602942	7/5/14	012602942	Registered	2/14/24
SECUREC AST	JP	9	2/19/14	2014-12178	8/15/14	5694983	Registered	8/15/24
SWx	EU	35, 38, 42	6/9/15	014221899	11/20/15	014221899	Registered	6/9/25
SWx	JP	35, 42	6/9/15	2015- 054427	10/16/15	5799965	Registered	10/16/25