

United States of America

United States Patent and Trademark Office

ROKU

Reg. No. 4,937,513

Registered Apr. 12, 2016

Int. Cls.: 9, 38, 41, and 42

TRADEMARK

SERVICE MARK

PRINCIPAL REGISTER

ROKU, INC. (DELAWARE CORPORATION)
12980 SARATOGA AVENUE, SUITE D
SARATOGA, CA 95070

FOR: COMPUTER HARDWARE; COMPUTER PERIPHERALS; DIGITAL MEDIA STREAMING DEVICES; COMPUTER SOFTWARE FOR PERSONALIZED, INTERACTIVE TELEVISION PROGRAMMING AND ACCOMPANYING MANUALS DISTRIBUTED THEREWITH; COMPUTER SOFTWARE FOR USE IN GENERATING, DISPLAYING AND MANIPULATING VISUAL MEDIA, GRAPHIC IMAGES, PHOTOGRAPHS, ILLUSTRATIONS, DIGITAL ANIMATION, VIDEO CLIPS, FILM FOOTAGE AND AUDIO DATA; COMPUTER SOFTWARE FOR USE IN ACCESSING, VIEWING AND CONTROLLING STREAMING AND STATIC AUDIO-VISUAL CONTENT OVER DIGITAL MEDIA STREAMING DEVICES; COMPUTER SOFTWARE FOR ACCESSING, TRANSMITTING AND DISPLAYING AUDIO-VISUAL DATA BETWEEN DIGITAL MEDIA STREAMING DEVICES AND TELEVISIONS AND MONITORS; TELEVISIONS; REMOTE CONTROLS FOR COMPUTERS, DIGITAL MEDIA STREAMING DEVICES AND TELEVISIONS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 10-0-2003; IN COMMERCE 10-0-2003.

FOR: STREAMING OF AUDIO, VISUAL AND AUDIOVISUAL MATERIAL VIA THE INTERNET AND WIRELESS NETWORKS; VIDEO ON DEMAND TRANSMISSIONS; BROADCASTING SERVICES, NAMELY, DIGITAL AUDIO BROADCASTING SERVICES PROVIDED VIA A GLOBAL COMMUNICATIONS NETWORK; TRANSMISSION OF TELEVISION PROGRAMMING, MOVIES AND OTHER AUDIO-VISUAL CONTENT OVER THE INTERNET, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 10-0-2003; IN COMMERCE 10-0-2003.

FOR: PROVIDING INFORMATION IN THE FIELD OF ENTERTAINMENT VIA THE INTERNET REGARDING MOVIES, MUSIC, VIDEOS, TELEVISION, SPORTS AND NEWS; DISTRIBUTION OF TELEVISION PROGRAMS TO STREAMING TELEVISION SYSTEMS, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 10-0-2003; IN COMMERCE 10-0-2003.

FOR: PROVIDING TEMPORARY USE OF ONLINE, NON-DOWNLOADABLE SOFTWARE FOR USE IN PERSONALIZED, INTERACTIVE TELEVISION PROGRAMMING AND AC-



Michelle K. Lee

Director of the United States
Patent and Trademark Office

Reg. No. 4,937,513 COMPANYING MANUALS DISTRIBUTED THEREWITH; PROVIDING TEMPORARY USE OF ONLINE, NON-DOWNLOADABLE SOFTWARE FOR USE IN GENERATING, DISPLAYING AND MANIPULATING VISUAL MEDIA, GRAPHIC IMAGES, PHOTOGRAPHS, ILLUSTRATIONS, DIGITAL ANIMATION, VIDEO CLIPS, FILM FOOTAGE AND AUDIO DATA; PROVIDING TEMPORARY USE OF ONLINE, NON-DOWNLOADABLE SOFTWARE FOR USE IN ACCESSING, VIEWING AND CONTROLLING STREAMING AND STATIC AUDIO-VISUAL CONTENT OVER DIGITAL MEDIA STREAMING DEVICES; TECHNICAL SUPPORT SERVICES, NAMELY, TROUBLESHOOTING IN THE NATURE OF DIAGNOSING COMPUTER HARDWARE AND SOFTWARE PROBLEMS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 10-0-2003; IN COMMERCE 10-0-2003.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 3,177,666, 4,286,059, AND OTHERS.

THE ENGLISH TRANSLATION OF "ROKU" IN THE MARK IS "SIX".

SN 86-347,734, FILED 7-25-2014.

ANGELA M. MICHELI, EXAMINING ATTORNEY

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (“**Agreement**”) is entered into as of July 20, 2026, by and between:

Roku, Inc., a Delaware corporation with its principal place of business at 1173 Coleman Avenue, San Jose CA 95110 (“**Licensor**”),

and

Purple Tag Enterprises, LLC, a Delaware limited liability company with its principal place of business at 1173 Coleman Avenue, San Jose CA 95110 (“**Licensee**”).

Licensor and Licensee are Affiliates within the meaning of the ICANN Base Registry Agreement.

1. Definitions

- 1.1. “**Affiliate**” has the meaning set forth in the ICANN Base Registry Agreement, meaning an entity controlling, controlled by, or under common control with another entity.
- 1.2. “**Licensed Mark**” shall mean the registered trademark ROKU, Registration No. 4,937,513 with the United States Patent and Trademark Office, and registered in other jurisdictions, including any textual elements necessary to operate the .ROKU gTLD.
- 1.3. “**TLD**” shall mean the top level domain string .ROKU, designated as a .BRAND TLD under Specification 13 of the ICANN Base Registry Agreement.

2. License Grant

- 2.1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive, royalty-free, worldwide license to use the Licensed Mark solely for the following purposes:
 - 2.1.1. Operating the TLD pursuant to the ICANN Base Registry Agreement and Specification 13,
 - 2.1.2. Registering, maintaining, and resolving domain names within the TLD, and
 - 2.1.3. ICANN compliance, contractual reporting, and registry operations.No other use is permitted.
- 2.2. **No Sublicensing.** Licensee may not sublicense the Licensed Mark, except to Affiliates that meet Specification 13 eligibility requirements, and shall obtain the consent of Licensor to any such sublicensing.

3. Control and Restrictions (Specification 13 Compliance)

3.1. **Exclusive Registrant Limitation.** Licensee agrees that only Licensee, Licensors, and their respective Affiliates may be registrants of domain names in the TLD, as required under Specification 13.

3.2. **DNS and Policy Control.** Licensee shall maintain exclusive control over:

- 3.2.1. DNS records at all levels of the TLD,
- 3.2.2. Registration policies, and
- 3.2.3. Compliance with ICANN obligations.

4. **Quality Control**

4.1. **Trademark Quality Standards.** Licensee agrees to use the Licensed Mark in a manner consistent with Licensors's brand guidelines, trademark usage standards, and reputation and goodwill requirements.

4.2. **Inspection Rights.** Licensors may reasonably review Licensee's use of the Licensed Mark to ensure quality control compliance, as required to preserve trademark validity.

5. **Ownership and Goodwill**

5.1. **Ownership.** All right, title, and interest in and to the Licensed Mark shall remain exclusively with Licensors.

5.2. **Goodwill.** All use of the Licensed Mark by Licensee shall inure to the benefit of Licensors

6. **ICANN Specific Covenants**

6.1. **Specification 13 Eligibility.** Licensee represents and warrants that:

- 6.1.1. The TLD qualifies as a .BRAND TLD under Specification 13,
- 6.1.2. The Licensed Mark satisfies trademark eligibility requirements, and
- 6.1.3. This Agreement may be disclosed to ICANN upon request.

6.2. **Disclosure to ICANN.** Licensors consents to ICANN review of this Agreement for the purpose of compliance verification.

7. **Termination**

7.1. **Automatic Termination.** This Agreement shall terminate immediately if:

- 7.1.1. The TLD loses Specification 13 status,
- 7.1.2. Licensee ceases to be an Affiliate of Licensors, or
- 7.1.3. The ICANN Registry agreement is terminated or expires.

7.2. **Effect of Termination.** Upon termination, Licensee shall immediately cease all use of the Licensed Mark except as required for registry wind down under ICANN transition procedures.

8. **Representation and Warranties.** Each party represents and warrants that:
- 8.1. It has authority to enter this Agreement,
 - 8.2. Execution of this Agreement does not violate any other agreement, and
 - 8.3. This Agreement is legally binding.
9. **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware, exclusive of conflict of law principles.
10. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the Licensed Mark. Any amendments to this Agreement must be in writing. Assignment is only permitted to Affiliates of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ROKU, INC.

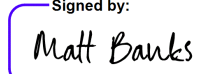
Signed by:

Matt Banks

Chief Accounting Officer

Date: July 20, 2026

PURPLE TAG ENTERPRISES, LLC

Signed by:

Matt Banks

President and Treasurer

Date: July 20, 2026