# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Central Research Laboratories		12/03/2003	CORPORATION: UNITED
Limited		12/03/2003	KINGDOM

## **RECEIVING PARTY DATA**

Name:	Creative Technology Ltd.
Street Address:	31 International Business Park
City:	Creative Resource, 609921
State/Country:	SINGAPORE
Entity Type:	CORPORATION: SINGAPORE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1989416	SENSAURA
Registration Number:	1983302	
Registration Number:	2789026	VIRTUAL EAR

## **CORRESPONDENCE DATA**

Fax Number: (703)836-2787

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-836-6400

Email: email@oliff.com

Correspondent Name: James A. Oliff

Address Line 1: 277 South Washington Street

Address Line 2: Suite 500

Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER: 102331

DOMESTIC REPRESENTATIVE

TRADEMARK
REEL: 003311 FRAME: 0753

900049253

\$30<sup>'</sup>00

Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	William P. Berridge
Signature:	/William P. Berridge/
Date:	05/17/2006
Total Attachments: 7 source=Creative Assign#page1.tif source=Creative Assign#page2.tif source=Creative Assign#page3.tif source=Creative Assign#page4.tif source=Creative Assign#page5.tif source=Creative Assign#page6.tif source=Creative Assign#page6.tif	



## Trade Mark and Domain Name Assignment

Central Research Laboratories Limited

and

Creative Technology Ltd.

## THIS ASSIGNMENT is made on 3 DECEMBER 2003

#### BETWEEN:

- (1) CENTRAL RESEARCH LABORATORIES LIMITED (No. 02684463) whose registered office is at Dawley Road, Hayes, Middlesex UB3 (the "Assignor");
- (2) CREATIVE TECHNOLOGY LTD. (incorporated in Singapore) whose principal place of business is at 31 International Business Park, Creative Resource, Singapore 609921 (the "Assignee").

#### RECITAL

By an agreement made between the Assignor, the Assignee and others dated on or about the date of this agreement (the "Sale and Purchase Agreement") the Assignor agreed to assign to the Assignee on the terms set out in this assignment certain intellectual property rights set out in the schedules hereto.

## THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS** 

In this Assignment:

"Domain Names" means the domain names listed in Schedule 1; and

"Trade Marks" means the trade marks listed in Schedule 2.

#### 2. ASSIGNMENT

- 2.1 In pursuance of the Sale and Purchase Agreement and in consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to:
  - (a) the Domain Names; and
  - (b) the Trade Marks together with any goodwill attaching thereto,

together with all the Assignor's statutory and common law rights attaching to the Domain Names and the Trade Marks and all rights, privileges and powers arising or accrued therefrom including, without limitation, the right to bring proceedings for damages and other remedies in respect of any infringement occurring prior to the date hereof of the rights assigned by this assignment and to retain any damages obtained as a result of such proceedings.

The Assignor shall procure that Scipher Plc assigns all its right, title and interest in and to the domain name sensaura.biz to the Assignee on the same terms (mutatis TrRADE) MATR Kerms of this assignment with respect to the Domain Names.

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#### 3. FURTHER ASSURANCE

- 3.1 The Assignor further covenants that at the request and cost of the Assignee it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable to enable the Assignee or, if it shall so direct, any other member of the Buyer's Group (as defined in the Sale and Purchase Agreement) to enjoy the benefit of the rights hereby assigned, to apply for and obtain registration of the Assignee or such other member of the Buyer's Group as the registered proprietor of the Trade Marks, and as registrant of the Domain Names, and otherwise to give effect to this assignment. The Assignee hereby undertakes to indemnify the Assignor against all liabilities, obligations and costs incurred by the Assignor in enabling, at the Assignee's request, a member of the Buyer's Group other than the Assignee to enjoy the benefit of the rights hereby assigned.
- 3.2 At the Assignee's request and cost, the Assignor shall as soon as reasonably practicable transfer, and shall procure the transfer by the relevant members of the Sellers' Group (as defined in the Sale and Purchase Agreement) of, all files and records (including those in the possession of its agents) relating to the filing, prosecution and maintenance of the Trade Marks.
- 3.3 The Assignor and all members of the Sellers' Group will as soon as reasonably practicable and subject to any transitional or commercial arrangements entered into by the parties pursuant to the Sale and Purchase Agreement discontinue any and all use of the Domain Names throughout the world. Further, the Assignor will not, and will procure that no member of the Sellers' Group will, register or use any domain name that is confusingly similar to the Domain Names in any part of the world.

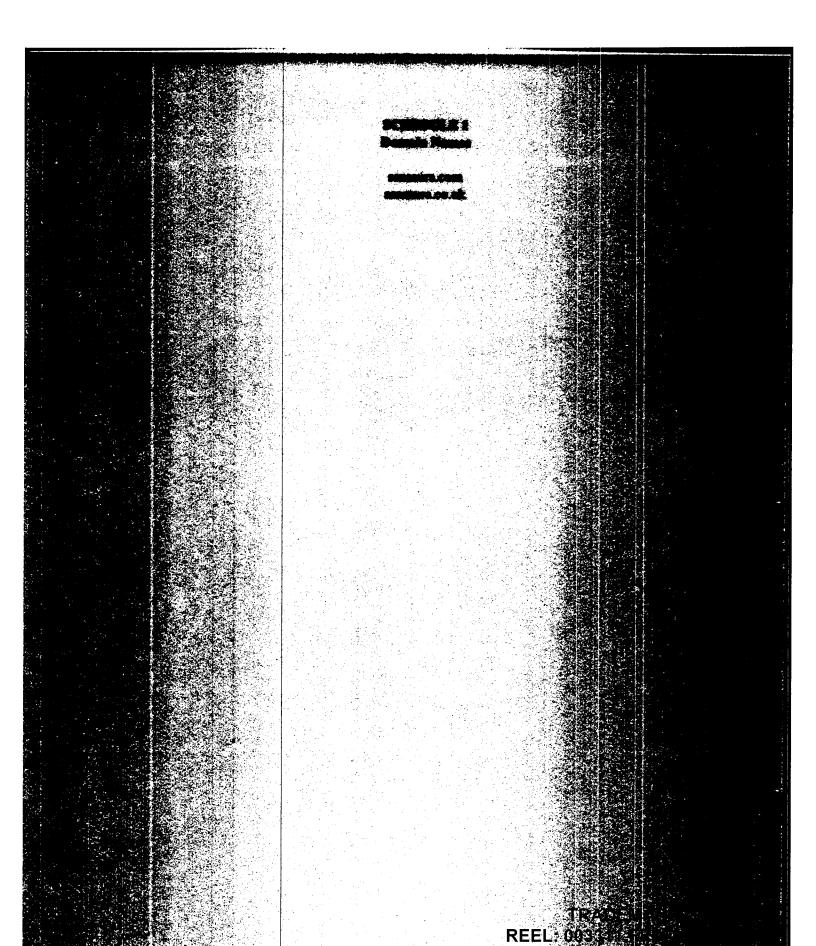
## 4. ENTIRE AGREEMENT

4.1 This assignment and the Sale and Purchase Agreement (including without limitation any warranties, covenants, undertakings and indemnities set out therein) set out the entire agreement and understanding between the parties in respect of the subject matter of this assignment.

## 5. GOVERNING LAW

5.1 This assignment shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction in respect of it.

IN WITNESS whereof this assignment has been executed on the date first above written.



SCHEDULE 2
Trade Marks

	<del></del>	
JURISDICTION	REGISTRATION NO.	NEXT RENEWAL DUE
Benelux	544464 (Device class 9, 41)	October 2013
	544465 (Sensaura class 9, 41)	October 2013
Canada	439213 (Word and Device)	February 2010
	464031 (Sensaura)	October 2011
France	94506737 (Sensaura 9, 41)	February 2004
	94506738 (Device 9, 41)	July 2004
Great Britain	1546708 (Sensaura class 9)	September 2013
	1546709 (Sensaura class 41)	September 2013
	1546710 (Device class 9)	September 2013
	1546711 (Device class 41)	September 2013
	1565640 (Device class 38)	March 2004
	1565641 (Device class 42)	March 2004
	2280257 (Gamecoda class 9)	September 2011
Germany	2087475 (Device 9, 41)	December 2004
	2095547 (Word 9, 41)	April 2005
Japan	3267345 (Device class 9)	March 2007
	4080466 (Sensaura class 9)	May 2007
	4178137 (Sensaura class 41)	February 2008
	4178138 (Device class 41)	February 2008
South Korea	351853 (Word and device 51)	December 2006
	34043 (Word and device class 111)	January 2007
	346484 (Word and device class 39)	September 2006
Sweden	337644 (Sensaura 9, 41, 42)	May 2010
Taiwan	771614 (Sensaura 9)	August 2007
	794491 (Device 9)	February 2008
United States	1983302 (Device 9, 42)	July 2006
	1989416 (Sensaura 9, 42)	July 2006
	75/500172 (Virtual Ear 9)	(Appln Pending)

All marks in the name of Central Research Laboratories Limited. "Device" means double crescent logo. "Word and device" means double crescent logo with Sensaura word, and two parallel lines above and below the word.

Signed by	,
KEN GRAY	)
for and on behalf of CENTRAL	)
RESEARCH LABORATORIES	)
LIMITED in the presence of:	)
Company Secretary	

polices

Signed by Ng Keh Long	)	
for and on behalf of CREATIVE TECHNOLOGY LTD. in the presence of:	) )	Ng Keh Long
MICHAEL WOONG (Lagal Manager)		
c/o Creative Technology Lt 31 International Burin Creative Resource Singapore 60992	ness Part	ŧ

**RECORDED: 05/18/2006**