

TRADEMARK ASSIGNMENT

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
MUSIC Group IP Commercial Ltd.	FORMERLY Success Chip Ltd.	09/26/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	MUSIC Group IP Ltd.		
Street Address:	Wickhams Cay, Trident Chambers		
Internal Address:	PO Box 146, Road Town		
City:	Tortola		
State/Country:	BRITISH VIRGIN ISLANDS		
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3659455	NUKE	
Registration Number:	3442541	RSM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	+632 9028200		
Email:	LegalIPGlob@music-group.com		
Correspondent Name:	Brian D. Perley		
Address Line 1:	H. V. Dela Costa St., Salcedo Village		
Address Line 2:	11F Trafalgar Plaza		
Address Line 4:	Makati, PHILIPPINES 1227		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

900235255

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 REEL: 004874 FRAME: 0867

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

BRIAN D. PERLEY

Signature:

/Brian D. Perley/

Date:

10/04/2012

Total Attachments: 5

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IP TRANSFER DEED

THIS IP TRANSFER DEED (the "Deed") is entered into on 26 September 2012 (the "Effective Date"), and made by and between **MUSIC Group IP Commercial Ltd.**, formerly known as Success Chip Ltd., incorporated under the laws of the British Virgin Islands, having its registered office or principal place of business at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the "Assignor"), and **MUSIC Group IP**, formerly known as Red Chip Company Ltd., a company incorporated under the laws of the British Virgin Islands, with registered office at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands (the "Assignee") (each a "Party" and collectively, "the Parties").

RECITALS

WHEREAS, Assignor is the registered and/or the beneficial owner of various intellectual property ("IP"), including but not limited to trademarks, domains, and other IP, in various jurisdictions;

WHEREAS, the Parties have agreed to enter into this Deed to assign the IP to the Assignee on the terms and conditions set forth below.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL PROMISES HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 "Transferred IP" shall mean Transferred Trademarks and Transferred Patents;
- 1.2 "Transferred Trademarks" shall mean the trademarks and trademark applications listed in Schedule 1; and
- 1.3 "Transferred Patents" shall mean the patents and patent applications listed in Schedule 2.

2. ASSIGNMENT

- 2.1 Assignor assigns to Assignee all Assignor's right, title and interest in the Transferred IP and Assignee accepts the assignment for good and valuable consideration, receipt of which is hereby acknowledged.

3. ASSIGNOR'S WARRANTIES AND INDEMNIFICATION

- 3.1 Assignor warrants that:



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- 3.1.1 Assignor is the sole and exclusive owner of the Transferred IP and this Deed is a valid assignment of all Assignor's right, title and interest in the Transferred IP;
 - 3.1.2 The Transferred IP is current as of the Effective Date;
 - 3.1.3 There is no current assignment, charge, mortgage or encumbrance which may in any way interfere with Assignee's rights over the Transferred IP;
 - 3.1.4 Assignor has not licensed or granted any other right to use the Transferred IP;
 - 3.1.5 Assignor's execution of this Deed will not cause Assignor to be in breach of any agreement; and
 - 3.1.6 Use by the Assignee or any sub-licensee of Assignee will not infringe the intellectual property rights of any third party nor will it give rise to any royalty or liability to a third party.
- 3.2 Assignor indemnifies and holds Assignee harmless against any claim, demand, action, loss, cost or other liability directly or indirectly out of any royalty or liability to a third party.

4. **GENERAL UNDERTAKINGS**

- 4.1 Each Party agrees to make, do, and execute all such documents, acts, matters or things, whatever which may be necessary or desirable to give full effect to the provisions of this Deed, and in the event of Assignor's default, Assignor appoints Assignee as its attorney for that purpose.
- 4.2 Assignee is responsible for paying any government tax, duty or impost arising out of or incidental to this Deed including any fee to record the assignment.
- 4.3 Assignee is responsible for applying to have the assignment recorded in the appropriate IP Register, which application shall be made within a reasonable time following the execution of this Deed. Assignor shall assist Assignee in maintaining and/or prosecuting the Transferred Trademarks and Transferred Patents by sending Assignee reminders of the deadlines, and by paying for annuities or answering Office Actions that become due after Effective Date if it becomes necessary. Assignor shall provide Assignee an invoice accompanied by written evidence of all reasonable costs Assignor incurred in connection with the maintenance or prosecution of the Transferred IP. Assignee shall within 30 days from receipt of such invoice, pay the invoiced amount to a bank account specified by Assignor.
- 4.4 Assignor shall, without undue delay, duly complete all the forms necessary to support Assignee with all needed declarations necessary on Assignor's part to enforce rights against third parties who infringe or otherwise violate Assignee's rights with respect to the Transferred IP.

5. **MISCELLANEOUS PROVISIONS:**

- 5.1 This Deed shall be governed by and construed in accordance with the laws of the Republic of the Philippines.



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- 5.2 The terms of this Deed constitute the entire agreement of the Parties and all understandings, prior representations, arrangements or commitments not contained in this Deed shall have no effect whatsoever.
- 5.3 If any provision of this Deed is invalid under any law, the provision will be limited, narrowed, construed or altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from the Deed and the remaining provisions will remain in full force and effect.

EACH OF THE PARTIES ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

MUSIC Group IP Commercial Ltd.	MUSIC Group IP Ltd.
Print Name: Raul G. GERODIAS	Print Name: Cheryl S. DE LEON
Title: Director	Title: Director
Signature: 	Signature: 



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Schedule 1 – Trademarks

Trademark	Jurisdiction	Registration No.	Date of Registration	Registrant
NUKE	USA	3659455	July 21, 2009	Success Chip Ltd.
RSM	USA	3442541	June 3, 2008	Success Chip Ltd.
TRIREC	USA	78960282	n/a	Success Chip Ltd.
HIGH SPEED USB	USA	78665305	n/a	Success Chip Ltd.
V-AX	USA	78653201	n/a	Success Chip Ltd.
V-AX	Germany	30525604	April 3, 2006	Success Chip Ltd.
USB HIGH SPEED	China	4646813	n/a	Success Chip Ltd.
V-AX	China	4751798	n/a	Success Chip Ltd.



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Schedule 2 – Transferred Patents

Patent Title	Jurisdiction	Application No.	Registration No./Publication No.	Date of Registration/Publication	Registrant
Antenna for a mobile transmitter and/or receiver device	USA	11/037,520	7,324,052	Granted on January 29, 2008	Success Chip Ltd.
Antenna for a mobile transmitting and/or receiving device	EPO	EP20050000255	EP 1679761A1	Published on 7/12/2006	Success Chip Ltd.
Method and circuit for detection and transmission of signal	EPO	EP20050000254	EP1679802A1	Published on July 12, 2006	Success Chip Ltd.
Method to suppress electroacoustic feedback	EPO	EP20050001063	EP1684543A1	Published on July 26, 2006	Success Chip Ltd.