

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
	Catbread, Inc.		09/25/2012
	Entity Type Limited Company: BRITISH VIRGIN ISLANDS		
RECEIVING PARTY DATA			
Name:	Ronica Holdings Limited		
Street Address:	Geneva Place, Waterfront Drive		
Internal Address:	PO Box 3469		
City:	Tortola		
State/Country:	BRITISH VIRGIN ISLANDS		
Entity Type:	LIMITED LIABILITY COMPANY: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3930481	DEADMAU5
CORRESPONDENCE DATA			
Fax Number:	2122265085		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2122265054		
Email:	trademarks@powleygibson.com		
Correspondent Name:	Michelle K. Riley, Esq.		
Address Line 1:	304 Hudson Street, 2nd Floor		
Address Line 4:	New York, NEW YORK 10013		
ATTORNEY DOCKET NUMBER:	413.12(US)		
DOMESTIC REPRESENTATIVE			
Name:	Robert L. Powley, Esq.		
Address Line 1:	304 Hudson Street, 2nd Floor		

OP \$40.00 3930481

Address Line 4: New York, NEW YORK 10013

NAME OF SUBMITTER:

Michelle K. Riley

Signature:

/mkr/

Date:

11/28/2012

Total Attachments: 3

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THIS DEED is dated 25 day of September 2012

PARTIES

- (1) CATBREAD, INC whose address is at Geneva Place, Waterford Drive, PO Box 3469, Tortola, British Virgin Islands ("Assignor").
- (2) RONICA HOLDINGS LIMITED registered in the British Virgin Islands whose address is at Geneva Place, Waterfront Drive, PO Box 3469, Tortola, British Virgin Islands ("Assignee").

BACKGROUND

- (A) The Assignor is the proprietor of the trade mark(s) (short particulars of which are set out in Schedule 1 (the "Trade Marks") and all unregistered rights in and to the Trade Marks.
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.2 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.3 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. ASSIGNMENT

- 2.1 In consideration of the sum of one pound (£1) (inclusive of any taxes) (the receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Trade Marks, including without limitation:
 - 2.1.1 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks is registered or used; and
 - 2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of the Trade Marks whether occurring before, on or after the date of this agreement and to retain any damages obtained as a result of such action.
- 2.2 The Assignor shall perform all further acts and things, and execute and deliver all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including registration of the Assignee as applicant or registered proprietor of the Trade Marks listed in Schedule 1.

3. ENTIRE AGREEMENT

- 3.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

3.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in this agreement.

4. **SEVERANCE**

4.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

4.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

5. **COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

6. **THIRD PARTY RIGHTS**

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

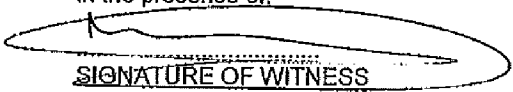
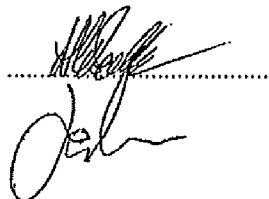
7. **GOVERNING LAW AND JURISDICTION**

7.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a DEED and is delivered and takes effect on the date stated at the beginning of it.

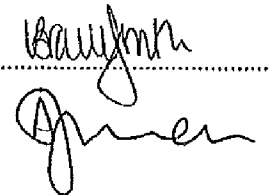
Signed as a DEED by
for and on behalf of Catbread, Inc
in the presence of:



SIGNATURE OF WITNESS

NAME: NATALIE DALTYLEY
ADDRESS: 8th FLOOR, UNION HOUSE, UNION ST, ST HELIER, JE2 3RF
OCCUPATION: ADMINISTRATOR

Signed as a DEED by
for and on behalf of Ronica Holdings Limited
in the presence of:



SIGNATURE OF WITNESS

NAME: ANDREW HEARD
ADDRESS: 8TH FLOOR, UNION HOUSE, UNION STREET, ST HELIER, JE2 3RF
OCCUPATION: ADMINISTRATOR

SCHEDULE 1
TRADE MARK(S)

Trade Mark	Classes	Territory	Registration Number
DEADMAU5	12, 18, 28, 30 and 32	USA	3930481