

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sky Capital Limited		07/15/2008	CORPORATION: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	OPPO DIGITAL INC.		
Street Address:	2629 Terminal Blvd. Suite B		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3242563	OPPO	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-813-5900		
Email:	assignments@fzlj.com		
Correspondent Name:	SUSAP UPTON DOUGLASS		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	SKYC 1202787		
NAME OF SUBMITTER:	Susan Upton Douglass		
Signature:	/anca nicolescu/		

CH \$40.00 3242563

Date:

01/08/2013

Total Attachments: 5

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LICENSE AGREEMENT

This License Agreement is entered into with effect from 15th July, 2008 by and between:

SKY CAPITL LTD., a Cayman Islands corporation with a registered office at Scotia Centre, 4th Floor, P.O. Box 2804, George Town, Grand Cayman, Cayman Islands, British West Indies (hereinafter referred to as "Licensor")

and

OPPO DIGITAL INC., having its registered office at 2629 Terminal Blvd. Suite B, Mountain View, CA94043, USA (hereinafter referred to as "Licensee")

WHEREAS, Licensor is the owner of the trademarks and trade names shown on the attached schedule (the "Mark(s)"); and

WHEREAS, Licensee desires to license use of the Mark(s) in connection with the promotion, advertisement and sale of DVD Players, Blu-Ray Players and Mobile Phones (the "Products"), and Licensor is willing to grant a license on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Grant. Licensor grants to Licensee a royalty-free license to use the Mark(s) in the Territory for the promotion, advertisement and sale of the Products in a manner and form approved by Licensor, subject to Licensor's approval of the Products.
2. Territory. Licensee's license shall extend to the promotion, advertisement and sale of the Products within North America, Central and South America, Japan, South Korea, Singapore Indonesia and South Africa. The parties may agree to expand the Territory from time to time, and such extensions will be set forth in written amendments to this Agreement.
3. Term. This License Agreement shall remain in force for a period of Five (5) years from the effective date of this Agreement as set forth above, and shall be automatically extended unless terminated by the provisions set forth herein.

4. Use of the Mark(s). Licensee undertakes to use the Mark(s) only in the format and manner approved by Licensor, and only in connection with approved Products and all packaging, promotional materials, advertisements, and displays ("Materials") in the Territory. The schedule of Mark(s) or the listing of Products may be amended from time to time as new marks or products are developed.
5. Prior Approval. Licensee agrees and acknowledges that Licensor shall have the final right to approve the Products and Materials bearing the Mark(s). No such Products or Materials shall be distributed in the absence of prior approval by Licensor. Any new Materials proposed for use shall be submitted to Licensor for his prior approval at least 30 days in advance of the proposed use date. Licensor shall have the right to approve the correctness of all legends, markings and notices contained in the Materials and to determine whether the Materials are consistent with Licensor's image and reputation for high quality products. Licensor shall have the right to review, approve, reject and/or suggest changes to the Materials during those 30 days, and Licensee agrees to incorporate all changes suggested by Licensor unless the parties agree otherwise. Once approved, Licensee shall maintain the same standard of quality as in the samples approved by Licensor.
6. Quality Control & Reputation. Licensor shall have the right to determine the nature and content of the Products, and any expansion of the product line. In marketing and promoting the Products, Licensee shall maintain the high quality standards applicable to the Products and consistent with the image and reputation of Licensor. Licensee shall further develop the Mark(s) to be a well-recognized brand in the Territory.
7. Ownership of the Mark(s). Licensee acknowledges that Licensor is the owner of the Mark(s) and agrees not to contest such ownership. All use of the Mark(s) by Licensee shall inure to the benefit of Licensor. All rights in the Mark(s) other than those specifically granted in this Agreement are reserved by Licensor for his own use. Licensee shall not, either during or after the Term of this Agreement, adopt, use or seek to register any mark confusingly similar to the Mark(s) without the prior written permission of Licensor.
8. Cooperation. Licensee shall cooperate with Licensor in the execution, filing, prosecution and maintenance of any trademark or copyright applications or registrations pertaining to the Mark(s). Licensee agrees to execute and deliver to Licensor, at any time whether during or after the Term of this Agreement, and without any further consideration, such documents as Licensor may reasonably request to confirm or maintain his ownership rights in the Mark(s).

9. Infringement. If Licensee learns of any use by any person of any product, service or other material bearing any name, mark, or designation similar to the Mark(s), it shall promptly notify Licensor and, if requested by Licensor, cooperate with Licensor in such actions as Licensor in his reasonable discretion may deem advisable for the protection of its rights. Licensee shall have no right to take any action with respect to the infringement of the Mark(s) without Licensor's prior written approval
10. Trademark Protection. Licensor shall determine the scope and extent of trademark protection, and shall be responsible for all costs of searching, filing and protecting the Mark(s) in Licensor's name, including securing trademark surveillance services if advisable, and pursuing possible trademark infringements, and Licensor shall retain any awards or judgments resulting from any claims of infringement. Licensee shall fully cooperate in all such actions upon request of Licensor and at Licensor's expense.
11. Indemnification of Licensor. Licensee shall indemnify, defend and hold Licensor harmless from any claim, suit, liability, cost and expense, including attorneys' fees, arising out of or related to its use of the Mark(s) in connection with promoting and distributing the Products in the Territory.
12. Termination. This Agreement may be terminated as follows:
 - a) Upon mutual agreement of the parties; or
 - b) In the event there is a material breach of this Agreement that is not cured within thirty days of written notice of such breach; or
 - c) In the event of bankruptcy, or if the Licensee becomes insolvent.
13. Effect of Termination. Upon termination of this Agreement, the Mark(s) and all rights pertaining thereto shall revert immediately to Licensor. Notwithstanding the termination of the Agreement, and if the Agreement is terminated other than for cause, Licensee may continue to sell off all existing inventory for a period of 6 months.
14. No Waiver. Licensor's waiver of, or failure to exercise, any right provided hereunder shall not be deemed a continuing waiver or a waiver of any further right hereunder.
15. No Modification. This Agreement may not be modified except in writing signed by both parties.
16. Assignment. This Agreement may not be assigned nor transferred by Licensee without the prior consent of Licensor.

17. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of People's Republic of China. Any dispute arising under this Agreement shall be submitted to the Hong Kong International Arbitration Centre for arbitration in accordance with and subject to provisions of the UNCITRAL Arbitration Rules as at present in force, and the parties shall not challenge the jurisdiction or venue of such action.

18. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and supersedes all previous representations, understandings or agreements, written or oral, between the parties relating to the subject matter of this Agreement.

SKY CAPITAL LTD.

**For and on behalf of
SKY CAPITAL LIMITED**


.....
Authorized Signature(s)

Signature of Authorized Representative

Name: *WU CHING HO*

Title: *DIRECTOR*

OPPO DIGITAL INC.



Signature of Authorized Representative

Name: *Jim Pi*

Title: *CEO*



SCHEDULE OF MARK(S)

