

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																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Cintel International Limited (in liquidation) acting by its joint liquidators Stephen Gerard Clancy and Steven Muncaster</td> <td></td> <td>06/29/2012</td> <td>Private Limited Company: UNITED KINGDOM</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Cintel International Limited (in liquidation) acting by its joint liquidators Stephen Gerard Clancy and Steven Muncaster		06/29/2012	Private Limited Company: UNITED KINGDOM																
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PROPERTY NUMBERS Total: 2																											
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CORRESPONDENCE DATA																											
Fax Number:	4153939887																										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																											
Phone:	415.954.0200																										
Email:	trademark@squiresanders.com																										
Correspondent Name:	Caroline H. Mead																										
Address Line 1:	Squire Sanders (US) LLP																										
Address Line 2:	275 Battery Street, Suite 2600																										
Address Line 4:	San Francisco, CALIFORNIA 94111																										
ATTORNEY DOCKET NUMBER:	037680.00002																										

CH \$65.00 0535442

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Caroline H. Mead
Signature:	/Caroline H. Mead/
Date:	05/29/2013

Total Attachments: 5

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~~29 June 2012~~

**(1) CINTEL INTERNATIONAL LIMITED
(IN LIQUIDATION)**

-AND-

**(2) STEPHEN GERARD CLANCY & STEVEN MUNCASTER as
JOINT LIQUIDATORS of
CINTEL INTERNATIONAL LIMITED (IN LIQUIDATION)**

-AND-

(3) BLACKMAGIC DESIGN PTY LTD

**ASSIGNMENT OF THE TRADE MARKS
OF CINTEL INTERNATIONAL
LIMITED (IN LIQUIDATION)**

THIS ASSIGNMENT is made on ~~29~~ June 2012

BETWEEN:

- (1) **CINTEL INTERNATIONAL LIMITED (IN LIQUIDATION)** (company registration number 04053340) whose registered office is care of Beesley & Company Insolvency Practitioners, Astute House, Wilmslow Road, Handforth, Cheshire, SK9 3HP acting by the Liquidators (the "**Assignor**") acting by its joint liquidators **STEPHEN GERARD CLANCY** and **STEVEN MUNCASTER** both of Duff & Phelps, The Chancery, 58 Spring Gardens, Manchester M2 1EW (together the "**Liquidators**");
- (2) **THE LIQUIDATORS**; and
- (3) **BLACKMAGIC DESIGN PTY LTD** whose registered office is at 11 Gateway Court, Port Melbourne, VIC 3207 (the "**Assignee**").

RECITALS

- (A) The Liquidators were appointed as joint liquidators of the Seller at a meeting of the creditors of the Seller held pursuant to Section 98 of the Insolvency Act 1986 on 29 June 2012.
- (B) The Assignor, the Liquidators and the Assignee entered into a sale and purchase agreement on 29 June 2012 (hereinafter referred to as the "**Agreement**") whereby the Assignee has agreed to purchase the business and certain assets of the Assignor on the terms contained in the Agreement.
- (C) Pursuant to the Agreement the Assignor has agreed to assign to the Assignee such right, title or interest (if any) that it has in the registered trade mark listed in the schedule (the "**Registered Mark**").

OPERATIVE PROVISIONS

1. In consideration of the payment of £1 by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged) the Assignor (acting by the Liquidators) hereby ASSIGNS to the Assignee, the Registered Mark and all its rights, title and interest in and to the Registered Mark together with the following (to the extent the Assignor has such rights, powers and/or liberties) (a) all rights, powers, liberties and immunities arising or accrued from the Registered Mark including all statutory and common law rights and the right to sue for damages and other remedies in respect of any passing off or infringement of such rights prior to the date hereof as well as thereafter; and (b) the right to apply for, prosecute and obtain registered trade marks or similar protection throughout the world in respect of the names and marks comprised in the Registered Mark including the right to claim priority from the Registered Mark to the intent that the grant of any registered trade marks or similar protection shall be in the name of and vest in the Assignee.
2. The Assignor makes no warranty or representation under this Assignment and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Assignment. This clause shall not operate so as to limit Assignor's liability for fraudulent misrepresentations.
3. The Assignor shall at the request and sole cost of the Assignee within such period as the Liquidators retain office in relation to the Assignor execute such documents and/or deeds, provide such records and do such things as the Assignee may reasonably require to enable the assignment in clause 1 above and to enable the Assignee to exercise the rights transferred.
4. The Liquidators enter into this Assignment as agents of the Assignor and without personal liability (whether arising under the Insolvency Act 1986 or otherwise) and

join in this Assignment in their personal capacities solely for the purpose of receiving the acknowledgements in their favour contained in this Assignment.

5. None of the terms and conditions of this Assignment shall be enforceable by any person who is not a party to it.
6. This Assignment and any disputes or claims arising out of or in connection with its subject matter (including any non-contractual claim) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises of or in connection with this Assignment (whether contractual or non-contractual).

IN WITNESS whereof this Assignment has been executed as a deed the day and year first above written.

Schedule

Registered Mark

Jurisdiction	Trade mark	Type	Number	Filing Date
UK	KLONE	Word	2056081	08/02/1996
CTM	CINTEL	Word	000152371	01/04/1996
US	CINTEL	Words and letters in stylised form	0535442	08/11/1949
US	URSA	Word	1664741	22/08/1989

EXECUTED AS A DEED by **CINTEL INTERNATIONAL LIMITED (IN LIQUIDATION)** acting by Stephen Gerard Clancy its liquidator under the power conferred on him by Schedule 4 to the Insolvency Act 1986 and strictly without personal liability in the presence of:

)
)
) *Stephen Clancy*
.....
) Liquidator

Witness signature: *Andrew Buchanan*
Name: *ANDREW BUCHANAN*
Address: *SHIP LANE HOUSE, MANCHESTER*
Occupation: *SOLICITOR*

EXECUTED AS A DEED by the **LIQUIDATORS** acting by Stephen Gerard Clancy on his own behalf and on behalf of Steven Muncaster without personal liability in the presence of:

) *Stephen Clancy*
.....
) Liquidator

Witness signature: *Andrew Buchanan*
Name: *ANDREW BUCHANAN*
Address:
Occupation: *AS ABOVE*

EXECUTED as a Deed by **BLACKMAGIC DESIGN PTY LTD** acting by _____, a director, in the presence of:

)
)
) Director

Witness signature:
Name:
Address:
Occupation:

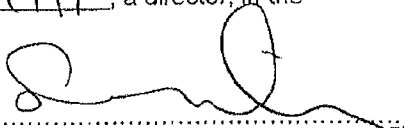
EXECUTED AS A DEED by CINTEL INTERNATIONAL)
LIMITED (IN LIQUIDATION) acting by Stephen Gerard)
Clancy its liquidator under the power conferred on him)
by Schedule 4 to the Insolvency Act 1986 and strictly)
without personal liability in the presence of:) Liquidator

Witness signature:
Name:
Address:
Occupation:.....

EXECUTED AS A DEED by the LIQUIDATORS acting by)
Stephen Gerard Clancy on his own behalf and on behalf of Steven)
Muncaster without personal liability in the presence of:) Liquidator

Witness signature:
Name:
Address:
Occupation:.....

EXECUTED as a Deed by BLACKMAGIC DESIGN PTY LTD)
acting by GARY LITTLE, a director, in the)
presence of:) Director

Witness signature: 
Name: SOREN PHILLIPS
Address: 2 MELROSE AVENUE MALVERN EAST VIC 3145
Occupation: DESIGNER