

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

07/31/2013
 900262138

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TURBOSOUND Ltd.		07/05/2013	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	MUSIC Group IP Ltd.
Street Address:	Trident Chambers, Wickhams Cay
Internal Address:	P.O. Box 146, Road Town,
City:	Tortola
State/Country:	BRITISH VIRGIN ISLANDS
Entity Type:	COMPANY: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1385774	TURBOSOUND

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: +6329028200
 Email: LEGAIPGLOB@music-group.com
 Correspondent Name: Brian D. Perley
 Address Line 1: 105 H.V. Dela Costa Street

OP: \$40.00 1385774

Address Line 2: 11/F Trafalgar Plaza, Salcedo Village,
Address Line 4: Makati City, PHILIPPINES 1227

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Brian D. Perley

Signature:

/Brian D. Perley/

Date:

07/31/2013

Total Attachments: 4

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DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT (the "Deed") is entered into on 05 July 2013 and retroactively made effective as of 01 January 2013 (the "Effective Date"), between TURBOSOUND Ltd., a company organized and existing according to the laws of England, having its registered office or principal place of business at Units 1 to 6, Star Road, Partridge Green, West Sussex RH13 8RY, United Kingdom (the "Assignor"), and MUSIC Group IP Ltd., a company organized and existing 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. **ASSIGNMENT:** Assignor assigns to Assignee all of Assignor's rights, title and interests in the trademarks listed in Schedule 1 ("Transferred Trademarks") and the domains listed in Schedule 2 ("Transferred Domains") and Assignee accepts the assignment for the consideration of One Million Sixteen Thousand Eight Hundred Sixty-One United States Dollars (USD 1,016,861.00).

2. ASSIGNOR'S WARRANTIES AND INDEMNIFICATION

2.1 Assignor warrants that:

2.1.1 Assignor is the sole and exclusive owner of the Transferred Trademarks and the Transferred Domains and this Deed is a valid assignment of all of Assignor's rights, title and interests in the Transferred Trademarks and Transferred Domains;

2.1.2 The Transferred Trademarks and the Transferred Domains are current as of the Effective Date; and

2.1.3 There is no current assignment, charge, mortgage or encumbrance which may in any way interfere with Assignee's rights over the Transferred Trademarks and the Transferred Domains.

2.2 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.

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3. GENERAL UNDERTAKINGS

- 3.1 Each Party agrees to make, do, and execute all such documents, acts, matters or things, or 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-in-fact for that purpose.
- 3.2 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.
- 3.3 Assignee is responsible for the application to have the assignment recorded in the appropriate IP Registers or Domain Registrars, which application shall be made within a reasonable time following the execution of this Deed.

4. MISCELLANEOUS PROVISIONS

- 4.1 This Deed shall be governed by and construed in accordance with the laws of the United Kingdom.
- 4.2 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.
- 4.3 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.

TURBOSOUND Ltd.	MUSIC Group IP Ltd.
Print Name: Nigel BEAUMONT	Print Name: Cheryl S. DE LEON
Title: Director	Title: Director
Signature: <i>Nigel Beaumont</i>	Signature: <i>Cheryl S. De Leon</i>



MUSIC GROUP

Schedule 1 - Transferred Trademarks

Trademark	Jurisdiction	Registration No.	Date of Registration	Registrant
TURBOSOUND	Australia	414031	8/23/1984	Turbosound Ltd.
TURBOSOUND	Austria	150815	1/3/1984	Turbosound Ltd.
TURBOSOUND	Brazil	81756077	5/19/1998	Turbosound Ltd.
TURBOSOUND	Canada	TMA734632	2/17/2009	Turbosound Ltd.
TURBOSOUND	China	279070	2/28/1997	Turbosound Ltd.
TURBOSOUND	Denmark	VR198600025	11/1/1984	Turbosound Ltd.
TURBOSOUND	France	1288789	11/8/1984	Turbosound Ltd.
TURBOSOUND	Hong Kong	1992B02607	1/4/1988	Turbosound Ltd.
TURBOSOUND	Japan	2714441	1/8/1988	Turbosound Ltd.
TURBOSOUND	New Zealand	182948	1/8/1988	Turbosound Ltd.
TURBOSOUND	Norway	122209	8/9/1985	Turbosound Ltd.
TURBOSOUND	Philippines	60699	5/19/1995	Turbosound Ltd.
TURBOSOUND	Portugal	294086	11/9/1994	Turbosound Ltd.
TURBOSOUND	Russia	112764	10/29/1992	Turbosound Ltd.
TURBOSOUND	South Africa	86/09174	7/3/1988	Turbosound Ltd.
TURBOSOUND	South Korea	135292	12/16/1988	Turbosound Ltd.
TURBOSOUND	Spain	1085272	5/20/1985	Turbosound Ltd.
TURBOSOUND	Sweden	198912	8/28/1985	Turbosound Ltd.
TURBOSOUND	Thailand	KOR47202	7/2/1988	Turbosound Ltd.
TURBOSOUND	United Arab Emirates	22531	12/26/1998	Turbosound Ltd.
TURBOSOUND	United Kingdom	1108178	1/24/1979	Turbosound Ltd.
TURBOSOUND	United States of America	1385774	3/11/1988	Turbosound Ltd.
FLASHLIGHT	Canada	TMA492166	3/31/1998	Turbosound Ltd.
FLOODLIGHT	Canada	TMA493845	10/9/1997	Turbosound Ltd.
ASPECT	European Union (CTM)	003720812	7/27/2005	Turbosound Ltd.



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Schedule 2 -- Transferred Domains

Turbosound.com
Turbosound.co.uk
Turbosound.au
Turbosound.org.uk
Turbosound.biz
Turbosoundusa.com
Turbosound.info

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