

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMI (IP) LIMITED		03/27/2013	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	EMI RECORDS LIMITED		
Street Address:	27 Wrights Lane		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W8 5SW		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2098653	FOOD	
Registration Number:	3241251	HEMISPHERE	
Registration Number:	1898708	£ PARLOPHONE	
Registration Number:	2088783	VERITAS	
Serial Number:	85629392	REGAL	
CORRESPONDENCE DATA			
Fax Number:	2127758800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-775-8700		
Email:	NYTrademarks@kilpatricktownsend.com		
Correspondent Name:	Jason M. Vogel		
Address Line 1:	1114 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	95505-881729		

OP \$140.00 2098653

**DOMESTIC REPRESENTATIVE**

**Name:** Jason M. Vogel  
**Address Line 1:** 1114 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10036

<b>NAME OF SUBMITTER:</b>	Jason M. Vogel
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<b>Signature:</b>	/Jason M. Vogel/
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<b>Date:</b>	01/06/2014
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**Total Attachments: 12**

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# Trade Mark Assignment

Dated

27 March

2013

EMI (IP) Limited (1)

EMI Records Limited (2)

Ref: 2472/U13266.111/LIVE:78057934.1/VAES  
ALL REGISTRATIONS EXCL. ARG/FIN/KEN/MEX

**sjberwin** 

TRADEMARK  
REEL: 005187 FRAME: 0909

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DATE

27 March

2013

**PARTIES**

- (1) **EMI (IP) LIMITED** (company no. 03984464), a company incorporated under the laws of England and Wales and having its registered office at 27 Wrights Lane London W8 5SW ("**EMI (IP)**"); and
- (2) **EMI RECORDS LIMITED** (company number 00068172) a company incorporated under the laws of England and Wales whose registered office is at 27 Wrights Lane, London, W8 5SW ("**EMIRL**").

**INTRODUCTION**

- (A) EMI (IP) is the owner of the trade mark registrations set out in the Schedule.
- (B) EMI (IP) wishes to assign all its rights, title and interest in the trade marks protected by such registrations to EMIRL.

**OPERATIVE PROVISIONS**

**1 Definitions and Interpretation**

- 1.1 In this agreement, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

Registrations	the registrations for the Trade Marks as set out in the Schedule
Trade Marks	the trade marks, including the Registrations as set out in the Schedule

- 1.2 The clause, paragraph and Schedule headings and the table of contents used in this agreement are inserted for ease of reference only and shall not affect construction.
- 1.3 The Schedules to this agreement are incorporated into this agreement. References in this agreement and the Schedules to the parties, the Introduction, Schedules and clauses are references respectively to the parties, the Introduction and Schedules to and clauses of this agreement.
- 1.4 References to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.
- 1.5 Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part.
- 1.6 If any condition or covenant contained in this agreement requires a party to it not to do an act or thing it shall be a breach of any such condition or covenant to permit or suffer such act or thing to be done.
- 1.7 References to statutory provisions shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision (whether before or after the date of this agreement), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision.

## **2 Assignment**

In consideration of £1 paid by EMIRL to EMI (IP) (receipt of which is hereby acknowledged by EMI (IP)), EMI (IP) hereby assigns all its right, title and interest in the Trade Marks to EMIRL.

## **3 EMI (IP) warranties**

3.1 EMI (IP) warrants that it is the registered proprietor of the Registrations and has the full power to enter into this agreement.

3.2 Save as set out in clause 3.1, EMI (IP) makes no other representations or warranties (express or implied). To the fullest extent permitted by law, all terms and conditions and warranties which may be implied by statute, common law or otherwise are excluded.

## **4 Further assurance**

EMI (IP) shall, at the request and expense of EMIRL, use reasonable endeavours to execute any additional documents and do or procure that any other acts or things are done from time to time to give full effect to this agreement and secure to EMIRL the full benefit of the Registrations, provided that EMI (IP) shall not be required or obliged to commence or be party to legal proceedings in its own name.

## **5 Waiver**

The rights and remedies of either party in respect of this agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of this agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

## **6 Severance**

Each of the provisions of this agreement is severable. If any such provision is held to be or becomes illegal, invalid or unenforceable in any respect:

- (a) so far as it is illegal, invalid or unenforceable, it shall be given no effect and shall be deemed not to be included in this agreement but it shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this agreement; and
- (b) the parties shall use all reasonable endeavours to replace it with a valid and enforceable substitute provision or provisions satisfactory to any relevant competent authority but differing from the replaced provision as little as possible and the effect of which is as close to the intended effect of the illegal, invalid or unenforceable provision.

## **7 Counterparts**

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





## **8 Governing law and jurisdiction**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the law of England. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.





SCHEDULE





**Trade Marks and Registrations**


TERRITORY	APPLICATION NO.	REGISTRATION NO.	TRADE MARK
Andorra		22193	PARLOPHONE
Armenia		4244	PARLOPHONE
Australia		969374	PARLOPHONE
Australia		1013869	HEMISPHERE
Australia		A271390	ROULETTE
Australia		A16354	REGAL
Australia		660968	
Bahamas		4410	PARLOPHONE
Bahrain		BUK766	PARLOPHONE
Bangladesh	87752		PARLOPHONE
Bangladesh	87751		HEMISPHERE
Belarus		13550	PARLOPHONE
Benelux		363355	ENSIGN
Benelux		546160	COMPULSION
Benelux		546161	
Benelux		38615	PARLOPHONE
Bermuda		921	PARLOPHONE
Bhutan		BT/T/2005/5090	HEMISPHERE
Bolivia		C-113546	PARLOPHONE
Bosnia & Herzegovina		BAZ972421	PARLOPHONE
Botswana		187	REGAL
Brazil		825987636	PARLOPHONE
Brazil		825987644	PARLOPHONE
Brunei Darussalam		BRU/123	PARLOPHONE
Bulgaria		56763	PARLOPHONE
Bulgaria		886	PARLOPHONE
Canada		TMA773881	PARLOPHONE
Canada		279033	ENSIGN
Canada		TMA484340	
Chile		651755	PARLOPHONE
China		4487055	PARLOPHONE
China		4487057	PARLOPHONE
China		4487058	PARLOPHONE







China		4487056	PARLOPHONE
China	11192612		PARLOPHONE
Colombia		351894	PARLOPHONE
Colombia		302688	PARLOPHONE
Colombia		302686	PARLOPHONE
Colombia		302687	PARLOPHONE
Costa Rica		25933	PARLOPHONE
Costa Rica		207938	PARLOPHONE
Croatia		Z971612	PARLOPHONE
Cuba		84692	PARLOPHONE
Dominica		413	PARLOPHONE
Ecuador		2033-IEPI	PARLOPHONE
Egypt		172087	PARLOPHONE
Egypt		172088	PARLOPHONE
Egypt		172089	PARLOPHONE
Egypt		172090	PARLOPHONE
El Salvador		15676 BOOK 39	
Estonia		10564	PARLOPHONE
EU Community		3689817	REGAL
EU Community		3947587	HEMISPHERE
EU Community		4197414	PARLOPHONE
EU Community		4475703	FEVER PITCH
EU Community		4596441	
EU Community		209890	PARLOPHONE
EU Community		5552741	ZONOPHONE
EU Community		6125314	STATESIDE
EU Community		6272413	ROULETTE
Gambia		2273	PARLOPHONE
Gaza		6204	PARLOPHONE
Georgia		7741	PARLOPHONE
Germany		1009656	ENSIGN
Germany		2082809	COMPULSION
Germany		2082812	
Germany		39519651	
Ghana		7362	PARLOPHONE
Gibraltar		2917	REGAL
Greece		19876	PARLOPHONE



Greece		19882	
Guatemala		10987	PARLOPHONE
Hong Kong		300167238	PARLOPHONE
Hong Kong		19591164	ROULETTE
Iceland		781/2004	HEMISPHERE
Iceland		294/2005	PARLOPHONE
India		1314032	PARLOPHONE
India		1314034	HEMISPHERE
Ireland		138185	ROULETTE
Ireland		32289	REGAL
Israel		177824	PARLOPHONE
Israel		177825	PARLOPHONE
Israel		177826	PARLOPHONE
Israel		177827	PARLOPHONE
Israel		26746	
Italy		727102	
Jamaica		9091	PARLOPHONE
Japan		5009331	PARLOPHONE
Japan		2469005	ROULETTE
Japan		3111510	ENSIGN
Japan		3318086	FOOD LABEL
Japan		4064331	
Japan		4068074	PARLOPHONE
Jordan		42542	PARLOPHONE
Kosovo	7821		HEMISPHERE
Laos		1869	PARLOPHONE
Latvia		M14718	PARLOPHONE
Lebanon		100992	PARLOPHONE
Liechtenstein		2964	REGAL
Lithuania		24345	PARLOPHONE
Macedonia		7800	PARLOPHONE
Malawi		121/1960	PARLOPHONE
Malaysia		2005/01812	PARLOPHONE
Malaysia		M/3048	REGAL

Malaysia		7001878	
Mauritius		487	
Montenegro		49845	PARLOPHONE
Montenegro		19255	REGAL
Namibia		2786/53	PARLOPHONE
Nepal		23455	PARLOPHONE
New Zealand		701390	PARLOPHONE
New Zealand		29063	REGAL
New Zealand		30681	ZONOPHONE
New Zealand		766636	HEMISPHERE
New Zealand		853505	REGAL
Nicaragua		18051	
Nigeria		8712	PARLOPHONE
Norway		232778	HEMISPHERE
Norway		235394	PARLOPHONE
Norway		145781	ROULETTE
Oman		13654	PARLOPHONE
Pakistan		202515	PARLOPHONE
Pakistan		202507	HEMISPHERE
Pakistan		202516	PARLOPHONE
Pakistan		202517	PARLOPHONE
Pakistan		202518	PARLOPHONE
Pakistan		202508	HEMISPHERE
Pakistan		202509	HEMISPHERE
Pakistan		202510	HEMISPHERE
Panama		154233	PARLOPHONE
Paraguay		282716	HEMISPHERE
Paraguay		282717	PARLOPHONE
Paraguay		286007	HEMISPHERE
Paraguay		282175	HEMISPHERE
Paraguay		283321	HEMISPHERE
Paraguay		286062	PARLOPHONE
Paraguay		282174	PARLOPHONE
Paraguay		286345	PARLOPHONE
Philippines	4-2012-011700		
Portugal		368943	ROULETTE
Portugal		128384	REGAL

Qatar		15268	PARLOPHONE
Republic of Korea (South)		16908	PARLOPHONE
Republic of Korea (South)		315439	PARLOPHONE
Romania		66980	PARLOPHONE
Russian Federation		300373	PARLOPHONE
Saudi Arabia		425/84	PARLOPHONE
Serbia		49845	PARLOPHONE
Serbia		19255	REGAL
Sierra Leone		4836	
Sierra Leone		4884	PARLOPHONE
Singapore		T03/06069F	PARLOPHONE
Singapore		T03/06071H	PARLOPHONE
Singapore		T03/06075J	PARLOPHONE
Singapore		T03/06077G	PARLOPHONE
Singapore		T04/12745Z	HEMISPHERE
Singapore		25333	ROULETTE
Slovenia		9771608	PARLOPHONE
South Africa		2004/13106	HEMISPHERE
South Africa		2005/01242	PARLOPHONE
South Africa		2005/01243	PARLOPHONE
South Africa		2005/01244	PARLOPHONE
South Africa		2005/01245	PARLOPHONE
South Africa		152/53	 <i>Parlophone</i>
South Africa		154/53	PARLOPHONE
South Africa		62/2015	STATESIDE
Sri Lanka	121662		PARLOPHONE
Sri Lanka	121667		PARLOPHONE
Sri Lanka	121671		PARLOPHONE
Sri Lanka	121674		PARLOPHONE
Sudan		2861	PARLOPHONE
Sweden		57245	REGAL
Switzerland		528008	HEMISPHERE
Switzerland		533657	PARLOPHONE
Switzerland		367299	PARLOPHONE
Taiwan		1193499	HEMISPHERE
Taiwan		1193500	PARLOPHONE
Tajikistan		TJ 4142	PARLOPHONE
Thailand		567799	HEMISPHERE
Thailand		Kor235217	PARLOPHONE
Thailand		Bor579972	PARLOPHONE
Thailand		Bor28680	PARLOPHONE

Thailand		Bor28714	PARLOPHONE
Trinidad & Tobago		1192	PARLOPHONE
Turkey		2005/003638	PARLOPHONE
Turkey		93044	PARLOPHONE
Turkmenistan		5122	PARLOPHONE
Uganda		2945	PARLOPHONE
Ukraine		71966	PARLOPHONE
Ukraine		12771	PARLOPHONE
United Arab Emirates		57067	PARLOPHONE
United Arab Emirates		57055	HEMISPHERE
United Arab Emirates		49956	PARLOPHONE
United Arab Emirates		49955	PARLOPHONE
United Arab Emirates		53458	PARLOPHONE
United Arab Emirates		49954	HEMISPHERE
United Arab Emirates		50094	HEMISPHERE
United Arab Emirates		54418	HEMISPHERE
United Kingdom		778111	
United Kingdom		920384	
United Kingdom		1233885	STATESIDE
United Kingdom		324631	REGAL
United Kingdom		1071759	ENSIGN
United Kingdom		1560912	COMPULSION
United Kingdom		1560909	
United Kingdom		2019433	
United Kingdom		462325	PARLOPHONE
United Kingdom		2070423	ZONOPHONE
United Kingdom		472566	REGAL
United Kingdom		2469210A	PARLOPHONE
United Kingdom		2469210B	
United Kingdom		2504825	

United Kingdom		2504826	
United Kingdom		2504827	
United States of America		3241251	HEMISPHERE
United States of America		1898708	
United States of America		2098653	
United States of America		2088783	VERITAS
United States of America	85629392		REGAL
Uruguay		360436	PARLOPHONE
Venezuela	19918-06		HEMISPHERE
Venezuela		62292 A	PARLOPHONE
Venezuela	19596-10		PARLOPHONE
Venezuela	19597-10		PARLOPHONE
Venezuela	19598-10		PARLOPHONE
Vietnam		11421	PARLOPHONE
West Bank		7153	PARLOPHONE
Zambia		121/1960	PARLOPHONE
Zambia		123/1960	
Zanzibar		62/30	
Zimbabwe		121/1960	PARLOPHONE

IN WITNESS OF THE ABOVE the parties have signed this agreement on the date written out at the head of this agreement.

Signed by:



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RICHARD CONSTANT, DIRECTOR

Name and Position

on behalf of **EMI (IP) Limited**

Signed by:



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JUSTIN MORRIS, DIRECTOR

Name and Position

on behalf of **EMI Records Limited**