

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	Entity Type
MAGIX AG		12/09/2013	JOINT STOCK COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	MAGIX Software GmbH		
Street Address:	Friedrichstrasse 200		
City:	Berlin		
State/Country:	GERMANY		
Postal Code:	10117		
Entity Type:	LIMITED LIABILITY COMPANY: GERMANY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2642913	HIPHOP MAKER	
Registration Number:	2895956	MAGIX MUSIC MAKER	
Registration Number:	2903551	MAGIX MUSIC STUDIO	
Registration Number:	2495382	MAKER	
Registration Number:	2429621	MP3 MAKER	
Registration Number:	2639601	TECHNO MAKER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	dgehenen@magix.net		
Correspondent Name:	MAGIX AG		
Address Line 1:	Friedrichstrasse 200		
Address Line 2:	Legal Department		
Address Line 4:	Berlin, GERMANY 10117		

OP \$165.00 2642913

TRADEMARK

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Dennis Gehnen

Signature:

/Dennis Gehnen/

Date:

01/02/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, MAGIX AG, a German corporation having offices at Friedrichstraße 200, 10117 Berlin (formerly at Rotherstraße 19, 10245 Berlin), Germany ("Assignor"), owns all right, title, and interest in the U.S. Registered Trademarks and Trademark Applications attached hereto as Exhibit A ("the MARKS");

MAGIX Software GmbH, a German corporation having offices at Friedrichstraße 200, 10117 Berlin, Germany ("Assignee"), desires to own Assignor's entire right, title, and interest in, to, and under the MARKS in perpetuity.

NOW, the parties agree as follows:

1. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the MARKS. Assignee accepts the assignment. The parties hereto agree that this assignment shall have an effective date as of July 2, 2012
2. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the MARKS;
 - (c) The MARKS are free of any liens and security interests;
 - (d) There are no claims, pending or threatened, with respect to Assignor's rights in the MARKS; and
 - (e) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
3. Assignor hereby further covenants and agrees that Assignor, through its officers and employees, will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor and its officers and employees respecting the MARKS and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the MARKS in said Assignee, its successors and assigns, and generally do everything legally required to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the MARKS in the United States, it being understood that any expense incident to the execution of such papers or provision of such aid shall be borne by Assignee, its successors and assigns.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Date: 12/09/2013

ASSIGNEE

Signature



MAGIX AG

Friedrichstraße 200 I D - 10117 Berlin

Tel.: +49 (0)30 29392-0

Fax: +49 (0)30 29392-400

Jürgen Jaron, CEO

ASSIGNOR

Signature

A handwritten signature in black ink, appearing to read "Dieter Rein".

Dieter Rein, ppa.

TRADEMARK

REEL: 005188 FRAME: 0504

Exhibit A – List of Trademarks (MARKS)

Trademark	USPTO Registration Number
HIPHOP Maker	2642913
MAGIX music maker	2895956
MAGIX music studio	2903551
MakeR	2495382
MP3 MAKER	2429621
TECHNO MAKER	2639601