

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Disruptive Limited		04/17/2013	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Focusrite Audio Engineering Limited		
Street Address:	Windsor House, Turnpike Road		
City:	High Wycombe, Bucks HP12 3FX		
State/Country:	UNITED KINGDOM		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4095246	EXPLORER	
Registration Number:	3940170	HOUSEPARTY	
Registration Number:	3953814	STREETPARTY	
Registration Number:	3421496	GEAR4	
Serial Number:	85183307	GEAR4 SMARTLINK	
CORRESPONDENCE DATA			
Fax Number:	4154263569		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415 426 3568		
Email:	carole@barrettiplaw.com		
Correspondent Name:	Carole F. Barrett		
Address Line 1:	201 Spear St., Suite 1100		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	DIRUP UK TO FOCUSRITE AGN		
NAME OF SUBMITTER:	Carole F. Barrett		
SIGNATURE:	/CFB/		
DATE SIGNED:	04/08/2014		
Total Attachments: 8 source=Focus#page1.tif			

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DATED 17 APRIL 2013

DISRUPTIVE LIMITED (IN ADMINISTRATION) (1)

and

**GEOFFREY PAUL ROWLEY and PHILLIP LEWIS
ARMSTRONG** (2)

and

FOCUSRITE AUDIO ENGINEERING LIMITED (3)

**ASSIGNMENT OF INTELLECTUAL PROPERTY
RIGHTS, BRANDS AND CERTAIN TOOLING**

SQUIRE SANDERS (UK) LLP

2 Park Lane
Leeds
LS3 1ES
United Kingdom
DX 26441 Leeds

Office: +44 113 264 7000
Fax: +44 113 264 7001

Reference: JT5/BAR.214-0001

DATE OF ASSIGNMENT

17 APRIL

2013

PARTIES

- (1) **DISRUPTIVE LIMITED (in administration)** (Company number 5007452) whose registered office is at Windsor House, Turnpike Road, High Wycombe, Bucks, HP12 3NR ("Assignor")
- (2) **GEOFFREY PAUL ROWLEY AND PHILLIP LEWIS ARMSTRONG** both of FRP Advisory LLP, 10 Furnival Street, London EC4A 1YH together the joint administrators of the Assignor ("Administrators")
- (3) **FOCUSRITE AUDIO ENGINEERING LIMITED** (Company Number 2357989) whose registered office is at Windsor House, Turnpike Road, High Wycombe, Bucks, HP12 3FX ("Assignee").

INTRODUCTION

- A The Administrators were appointed joint administrators of the Assignor by the directors of the Assignor by a notice of appointment endorsed in the Chancery Division of the High Court of Justice.
- B The Assignor has agreed to sell and the Assignee has agreed to buy whatever right, title or interest the Assignor may have in or to certain intellectual property rights, brands and tooling subject to the following terms and conditions.

IT IS AGREED THAT:

1 DEFINITIONS

In this assignment the following words have the meanings set out below unless stated otherwise.

"Act" means Insolvency Act 1986

"Assets" means the Assigned Intellectual Property Rights, the Brands, the Domain Names and the Tooling.

"Assigned Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights owned by the Assignor, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world including but not limited to those set out in Schedule 1.

"Brands" means those brand names listed at Schedule 2 and any and all other brand names owned by the Assignor.

"Disruptive Hong Kong Limited" means the company incorporated and registered in Hong Kong with company number 1175855 whose registered office is at Success Comm Bldg 6B, 251 Hennessy Road, Hong Kong.

"Domain Names" means those domain names listed at Schedule 4 and any and all other domain names owned by the Assignor.

"Liabilities" means all and any actions, proceedings, claims, demands, costs, expenses, penalties and liabilities whatsoever brought against or incurred directly or indirectly by the Assignor and the Administrators or any of them.

"Seller's Solicitors' Bank Account" means client account number 00199536 at Lloyds TSB Bank plc, 6 Park Row, Leeds LS1 1NX, Sort Code number 30-00-05.

"Tooling" means those assets listed at Schedule 3 and any and all other tooling owned by the Assignor.

2 ASSIGNMENT

2.1 In consideration of the sum of £100,000 (one hundred thousand pounds) ("Consideration") the Assignor hereby assigns to the Assignee with no title guarantee such right, title and interest in and to the Assigned Intellectual Property Rights, Brands, Domain Names and Tooling including, without limitation, all statutory and common law rights attaching thereto and the right to bring proceedings for any infringements and to retain any damages or other remedy obtained as a result of such action.

2.2 The Consideration payable by the Assignee pursuant to this agreement shall be settled by the satisfaction of £100,000 of the secured debt due from the Assignor to the Assignee. Any other sums due hereunder shall be payable in cleared funds without set-off, counterclaim or deduction whatsoever, by telegraphic transfer to the Seller's Solicitors' Bank Account or otherwise as the Administrators shall direct.

2.3 The Assignor confirms that this assignment is made with the goodwill attaching to the Assets.

3 INDEMNITY

3.1 The Assignee shall keep the Assignor and the Administrators fully and completely indemnified to an amount limited to a sum of £200,000 (two hundred thousand pounds) in aggregate against all actions, proceedings, claims, demands, costs, expenses, damages, penalties and liabilities whatsoever which may be brought against or incurred by the Assignor and/or the Administrators as a result of the Assignor and the Administrators entering into this agreement, limited to an amount recoverable including but not limited to any claim made against the Assignor and/or the Administrators by a third party in relation to actual or alleged infringement of a third party's intellectual property rights arising from the Assignee's, its Transferee's, and/or Licensee's, use or exploitation of the Assigned Intellectual Property Rights, the Brands or the Tooling.

4 EXCLUSION OF WARRANTY

4.1 Neither the Assignor nor the Administrators give any warranty (whether express or implied) with regard to the Assets or any part thereof that they will not infringe any third party intellectual property rights or any other rights. The Assignee hereby confirms that it

has not relied upon any representation made by or on behalf of the Assignor and/or the Administrators or any member of their staff or firm as an inducement to enter into this agreement.

4.2 The Assignee acknowledges:

- (a) That the Assets may be subject to restrictions or deficiencies as a result of which it may not be transferable to the Assignee; and
- (b) It is entering into this agreement having made such investigations into the Assets as it thinks fit, and in full knowledge and acceptance of the status thereof and of the terms and conditions of this agreement and in particular (without limitation) of the fact that the risk of good title to or in the Assets not passing hereunder to the Assignee or at all is the Assignee's alone.

4.3 The Assignee undertakes with the Assignor and the Administrators as a separate and distinct covenant that it will not in any way use or exploit the Assets (nor allow any other person, firm or company to use or exploit the same) without first obtaining any necessary consent and to keep the Assignor and the Administrators fully and completely indemnified to an amount limited to a sum of £200,000 (two hundred thousand pounds) in aggregate against all actions, proceedings, claims, demands, costs, expenses, damages, penalties and liabilities whatsoever arising by reason directly or indirectly of the assignment of the Assets to the Assignee or the purported sale thereof under this agreement or the use or exploitation thereof by the Assignee, its Transferees and/or Licencees.

5 FURTHER ASSURANCE

5.1 The Assignor and the Administrators (for so long as they remain in office) shall, at the written request of the Assignee, do and execute or procure that there shall be done and executed in a form or manner reasonably satisfactory to the Assignee all such documents, deeds, matters, acts and things as the Assignee may at any time require, including to;

- (a) vest the Assets or any part thereof in the Assignee or, where appropriate, Disruptive Hong Kong Limited or its nominee, otherwise to give effect to this assignment and perfect the Assignee's title, or Disruptive Hong Kong Limited's or its nominee's title;
- (b) apply to register and/or obtain registrations of any of the Assigned Intellectual Property Rights in the name of the Assignee or, where appropriate, the name of the Disruptive Hong Kong Limited or its nominee;
- (c) enforce and defend the Assigned Intellectual Property Rights.

5.2 All reasonable costs incurred by the Assignor and or the Administrators in performing any of the actions outlined in clause 5.1 shall be met by the Assignee as appropriate on an indemnity basis and met in advance by the deposit of funds if so required by the Administrators.

5.3 Any further documents executed pursuant to clause 5.1 shall contain the same exclusions and indemnities in favour of the Assignor and the Administrators as are contained in this agreement.

SCHEDULE 1

ASSIGNED INTELLECTUAL PROPERTY RIGHTS

Part 1: Registered Trademarks

CTM	5807904	BLUPHONES	9	20/03/2007	29/02/2008	5807904	20/03/2017
CTM	4660312	GEAR4	9	01/02/2006	07/12/2007	4660312	01/02/2016
US	85510689	RENEW SLEEPLOCK	9, 10	06/01/2012	09/04/2013	4315640	
US	85510702	SLEEPLOCK	9, 10	06/01/2012	09/04/2013	4315641	
US	85510723	RENEW	9, 10	06/01/2012			
US	85255545	POCKETLOOPS	9, 15	02/03/2011			
US	85183270	AIRZONE	9	23/11/2010			
US	85183307	GEAR4 SMARTLINK	9	23/11/2010			
US	85040090	ALARMDOCK	9	17/05/2010	01/11/2011	4047674	01/11/2021
US	85040115	EXPLORER	9	17/05/2010	07/02/2012	4095246	17/05/2020
US	85040135	HOUSEPARTY	9	17/05/2010	05/04/2011	3940170	05/04/2021
US	85040150	STREETPARTY	9	17/05/2010	03/05/2011	3953814	17/05/2020
US	85040160	UNITYREMOTE	9	17/05/2010	03/01/2012	4078831	17/05/2020
US	77111960	GEAR4	9	20/02/2007	06/05/2008	3421496	20/02/2017
Canada	155910500	RENEW SLEEPLOCK	9	10/01/2012			
Canada	155910700	SLEEPLOCK	9	10/01/2012			
Canada	155910600	RENEW	9	10/01/2012			

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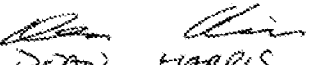
SIGNED by DISRUPTIVE LIMITED (in administration) by GEOFFREY PAUL ROWLEY its administrator, pursuant to powers conferred under the Insolvency Act 1986 as agent and without personal liability in the presence of:

DISRUPTIVE LIMITED

by... 


its Administrator

Witness

Signature : 
Name : DEAN HARRIS
Occupation : LAWYER
Address : SS IRONSTONES
BANBURY
OX16 1AD

SIGNED by GEOFFREY PAUL ROWLEY for and on behalf of the ADMINISTRATORS in the presence of:

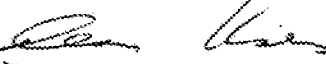
Witness

Signature : 
Name : DEAN HARRIS
Occupation : LAWYER
Address : SS IRONSTONES
BANBURY
OX16 1AD

SIGNED by

for and on behalf of the Assignee in the presence of:

Witness

Signature : 
Name : DEAN HARRIS
Occupation : LAWYER
Address : SS IRONSTONES
BANBURY
OX16 1AD

6 ACKNOWLEDGEMENT AND EXCLUSION OF LIABILITY

- 6.1 The Assignee acknowledges and agrees that in the negotiation and completion of this agreement the Administrators are acting only as agents of the Assignor and that notwithstanding that this agreement shall have been signed by the Administrators on behalf of the Assignor it is expressly agreed and declared that:
- (a) no personal liability under or in connection with this agreement shall fall on the Administrators or their firm, partners or employees and the Assignee shall indemnify the Administrators on a full indemnity basis against all and any Liabilities arising under or in connection with this agreement limited to an amount of £200,000 (two hundred thousand pounds) in aggregate;
 - (b) the Administrators are party to this agreement in their personal capacities only for the purpose of receiving the benefit of this sub-clause and the exclusions, limitations, undertakings, covenants and indemnities in their favour in this agreement;
 - (c) the Assignee hereby waives any claim in tort as well as under contract against the Administrators;
 - (d) no sums due from the Administrators (if any) or the Assignor (if any) by reason directly or indirectly of the terms of this agreement shall be charged or payable as an expense or remuneration of the Administrators, or otherwise as mentioned in paragraphs 99(3) and 99(4) of Schedule B1 of the Act, but shall only rank as an unsecured claim against the Assignor.

7 COUNTERPARTS

- 7.1 This agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts each of which when so executed and delivered shall be an original.

8 LAW AND JURISDICTION

- 8.1 This assignment shall be governed by and construed in accordance with English law.
- 8.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England in relation to any claim or matter arising under or in connection with this assignment.
- 8.3 This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of them when so executed and delivered shall constitute an original but all the counterparts shall together contribute one and the same instrument.

IN WITNESS of which the parties have signed this assignment on the date set out above