

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOCUSRITE AUDIO ENGINEERING LIMITED		02/24/2014	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	DISRUPTIVE HONG KONG LIMITED		
Street Address:	Success Comm Bldg 6B, 251 Hennessy Road		
City:	Hong Kong		
State/Country:	HONG KONG		
Entity Type:	Limited Company: HONG KONG		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3421496	GEAR4	
Registration Number:	4095246	EXPLORER	
Registration Number:	3940170	HOUSEPARTY	
Registration Number:	3953814	STREETPARTY	
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 Street, Suite 1100		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	4023.001 DISRUP		
NAME OF SUBMITTER:	Carole F. Barrett		
SIGNATURE:	/CFB/		
DATE SIGNED:	04/28/2014		
Total Attachments: 8			
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DATED

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

FOCUSRITE AUDIO ENGINEERING LIMITED

and

DISRUPTIVE HONG KONG LIMITED

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THIS AGREEMENT is dated 24 February 2014.

PARTIES

- (1) Focusrite Audio Engineering Limited incorporated and registered in England and Wales with company number 02357989 whose registered office is at Windsor House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3FX (**Focusrite**).
- (2) Disruptive Hong Kong Limited incorporated and registered in Hong Kong with company number 1175855 whose registered office is at Success Comm Bldg 6B, 251 Hennessy Road, Hong Kong (**DHK**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Assigned Rights: the Patents, Trade Marks and Registered Designs.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Main Agreement: the agreement dated 17 April 2013 between Focusrite and DHK.

Registered Designs: the registered designs and the applications short particulars of which are set out in Schedule 1.

Trade Marks: the registered trade marks and the applications short particulars of which are set out in Schedule 1.

VAT: value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.

- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 **Writing or written** includes faxes but not e-mail.
- 1.10 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. ASSIGNMENT

- 2.1 Pursuant to and for the consideration set out in the Main Agreement, Focusrite hereby assigns to DHK all rights, title and interest in the marks included in Schedule 1("Marks"), including but not limited to, any and all goodwill attached to the Marks, all statutory and common law rights attaching to said Marks and the right to bring proceedings for any infringements and retain any and all damages or other remedy obtain as a result of such action.
- 2.2 Focusrite assigns and transfers to DHK all rights, title and interest in the marks included in Schedule 1("Marks"), including but not limited to, any and all goodwill attached to the Marks, all statutory and common law rights attaching to said Marks and the right to bring proceedings for any infringements and retain any and all damages or other remedy obtain as a result of such action
- 2.3 Should DHK breach any terms of the Main Agreement then, Pursuant to and for the consideration set out in the this agreement, DHK hereby assigns to Focusrite all rights, title and interest in the marks included in Schedule 1("Marks"), including but not limited to, any and all goodwill attached to the Marks, all statutory and common law rights attaching to said Marks and the right to bring proceedings for any infringements and retain any and all damages or other remedy obtain as a result of such action

3. VAT

- 3.1 All payments made by DHK under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by Focusrite, DHK shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that Focusrite shall have delivered a valid VAT invoice in respect of such VAT to DHK.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, DHK shall pay the VAT due within five Business Days of Focusrite delivering a valid VAT invoice.
- 3.3 If DHK fails to comply with its obligation under this clause 2.1, it shall additionally pay all interest and penalties which thereby arise to Focusrite.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. **ENTIRE AGREEMENT**

- 5.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 5.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.
- 5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. **SEVERANCE**

- 7.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 7.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

8. **COUNTERPARTS**

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

9. **THIRD PARTY RIGHTS**

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

10. **NOTICES**

- 10.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

(a) Focusrite: Mike Warriner, Windsor House, Turnpike Road, High Wycombe, Bucks, HP12 3FX;

(b) DHK: Tom Dudderidge, Windsor House, Turnpike Road, High Wycombe, Bucks HP12 3NR;

or as otherwise specified by the relevant party by notice in writing to each other party.

- 10.2 Any notice shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this clause;

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the

second Business Day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

10.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

10.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11. GOVERNING LAW AND JURISDICTION

11.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

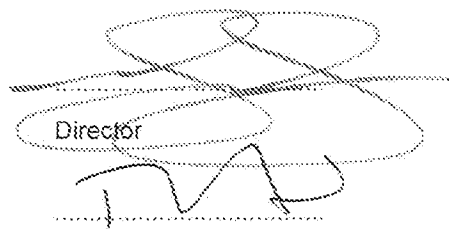
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US	85040115	EXPLORER	9	17/05/2010	07/02/2012	4095246		17/05/2020
US	85040135	HOUSEPARTY	9	17/05/2010	05/04/2011	3940170		05/04/2021
US	85040150	STREETPARTY	9	17/05/2010	03/05/2011	3953814		17/05/2020
US	85040160	UNITYREMOTE	9	17/05/2010	03/01/2012	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				
Canada	150031200	ALARMDOCK	9	19/10/2010				
Canada	146089300	STREETPARTY	9	12/05/2010	12/10/2012	TMA834297		12/10/2027
Canada	146077500	EXPLORER	9	12/05/2010				
Canada	146088800	HOUSEPARTY	9	12/05/2010				

Signed by Mike Warriner

for and on behalf of Focusrite Audio
Engineering Limited

Signed by Tom Dudderidge

for and on behalf of Disruptive Hong Kong
Limited



Director

Director