

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simco Limited		08/19/2013	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Eternal Dance Media Limited		
Street Address:	4 Gee's Court		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1U1JD		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85598345	LITTLE MIX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-245-6515		
Email:	bdavis@vlplawgroup.com		
Correspondent Name:	Brian M. Davis		
Address Line 1:	5960 Fairview Rd., Suite 400		
Address Line 4:	Charlotte, NORTH CAROLINA 28210		
NAME OF SUBMITTER:	Brian M. Davis		
SIGNATURE:	/Brian M. Davis/		
DATE SIGNED:	05/27/2014		
Total Attachments: 5			
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OP \$40.00 85598345

ASSIGNMENT

THIS ASSIGNMENT is made the 19TH day of August 2013

BETWEEN:

(1) Sinco Limited, a company incorporated in England and Wales (Registration No 04432262), whose registered office is at 9 Derry Street, London, W8 5HY, United Kingdom (hereinafter called the "Assignor");

-and-

(2) Eternal Dance Media Limited, a company incorporated in England and Wales, c/o Lee & Thompson LLP, 4 Gees Court, London W1U 1JD (hereinafter called the "Assignee").

WHEREAS:

- (A) By an agreement dated 3rd October 2011 and made between the Assignor, Sony and the Artist (the "Recording Agreement"), the Artist agreed, inter alia, to render the Artist's exclusive recording services to the Assignor; and
- (B) Pursuant to a novation agreement the Assignee became a party to the Recording Agreement in substitution for the Artist, and the Assignor, Sony, the Artist and Assignee all agreed to such substitution upon the terms set out therein; and
- (C) The Assignor is the proprietor of certain Trade Mark registrations, details of which are referred in the attachment to this agreement in Exhibit 1 (hereinafter collectively called the "Trade Marks"); and
- (D) The parties hereto agree that the Trade Marks should be transferred by the Assignor to the Assignee for the consideration hereinafter set forth.

Unless otherwise defined herein all other capitalised expressions used in this agreement shall have the meanings attributed to them in the Recording Agreement.



NOW THEREFORE in consideration of the sum of One Pound Sterling (£1.00) paid by the Assignee to the Assignor (receipt whereof is hereby acknowledged):

1. The Assignor DOES HEREBY assign to the Assignee
 - a) all of its rights, title and interest (including all rights conferred by the registrations thereof and pending applications therefor) in and to the Trade Marks, together with all the goodwill associated with, attaching to and symbolised by the Trade Marks;
 - b) all of its rights to bring proceedings and seek remedies for any infringement of the Trade Marks that may have occurred prior to the date hereof;
 - c) to the extent that such rights exist and are not already assigned hereby, all of its rights, title and interest in or to the Trade Marks existing at common law by virtue of the use thereof;
 - d) to the extent that such rights exist and are not already assigned hereby, all of its rights to institute and maintain proceedings for passing off or equivalent proceedings against any person now or hereafter wrongfully using the Trade Marks; and
 - e) to the extent that such rights exist and are not already assigned hereby, all of its rights, if any, to file applications corresponding to the Trade Marks hereby assigned and to claim priority from those Trade Marks.

TO HOLD the same unto and to the use of the Assignee, its successors and assigns absolutely subject to an irrevocable and non-terminable licence to Assignor and its licensees throughout the Territory (which licence shall be exclusive during the Term and non-exclusive during the remainder of the Initial Ownership Period and any Extended Ownership Periods (together with any sell-off period in accordance with clause 12.1.4 of the Recording Agreement)) to use the Trade Marks in respect of the exploitation of Assignor's rights under and subject to the terms of the Recording Agreement. For the avoidance of doubt, the Assignor is not assigning (and nothing herein shall be deemed to assign) to the Assignee any copyright or other rights of a like nature in and to any promotional, marketing and advertising material (such as but not limited to artwork, text, sleeve notes, label copy, graphics, data, posters and point of sale material) made, acquired, commissioned or authorised under the Recording Agreement which incorporates the Trade

Marks or any part thereof, the rights to which shall remain vested in the Assignor in accordance with the terms of the Recording Agreement.

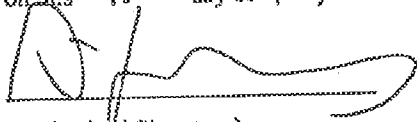
2. At the request of the Assignee, the Assignor shall:
 - 2.1 at the Assignee's cost save where otherwise expressly agreed in writing by the Assignor, do everything reasonably in its power to assist the Assignee in defence of any proceedings by way of opposition to the registration of the Trade Marks;
 - 2.2 execute all such further documents, forms and authorisations and depose to or swear any declaration or oath (subject to the Assignor's good faith review and any reasonable objections thereto) as may be reasonably required by the Registrar of Trade Marks for absolutely vesting full right, title and interest in and to any application for registration or registration of the Trade Marks in favour of the Assignee.
3. The Assignee agrees at all times to keep the Assignor fully indemnified from and against all losses and expenses (including but not limited to reasonable legal fees and expenses) which the Assignor may sustain or incur by reason of the Trade Marks and/or any opposition thereto and/or the filing and registration (or attempted registration) thereof and/or any authorised use or exploitation of the Trade Mark Provided That such indemnity shall be limited to any loss arising as a result of a final judgement of a court of competent jurisdiction or any settlement approved in writing by the Assignee. Without prejudice to the foregoing Assignee shall also be responsible for the reasonable third party costs of this assignment. Without limiting the generality of the foregoing, this indemnity shall apply to any application(s) made by or on behalf of the Assignee in respect of additional classes of trade mark registration and/or any opposition thereto and/or the filing and registration (or attempted registration) thereof (including without limitation in connection with the recent trade mark proceedings application No 2606412 for LITTLE MIX, in the name of SGI Jewellery Ltd AND IN THE MATTER OF Opposition thereto No. 103345 By the Assignor).
4. This Assignment may be executed by the parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, all such counterparts together constituting one and the same instrument.

5. This Assignment and its terms shall be governed by and construed in accordance with the laws of England and the parties irrevocably agree that the Courts of England are to have exclusive jurisdiction in relation to any disputes that may arise out of or in connection with this Assignment.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties hereto on the date first above written.

Signed for and on behalf of
Simco Limited

on this 15th day of August 2013



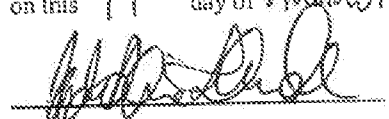
(Authorised Signatory)

Name: Andy Gould

Position: Director of Legal Services Affairs

Signed for and on behalf of
Eternal Dance Media Limited

on this 19 day of August 2013



(Authorised Signatory)

Name: JADE THIRLWALL

Position: Director

EXHIBIT 1

Mark	Category	Proprietor	Country	Classes	Status	Filing Date	App. No.	Reg. No.
LITTLE MIX	Words	Simco Limited	European Union (CTM)	9 16 25 28 41	Registered	28/10/2011	010377588	010377588
LITTLE MIX	Words	Simco Limited	United States of America	9 16 25 28 41	Pending	16/04/2012	85/598345	