

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Koninklijke Philips N.V.		06/29/2014	LIMITED LIABILITY COMPANY: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Gibson Innovations Belgium NV		
Street Address:	Interleuvenlaan 76		
City:	3001 Leuven		
State/Country:	BELGIUM		
Entity Type:	LIMITED LIABILITY COMPANY: BELGIUM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3477897	AMBISOUND	
Registration Number:	4226209	QVIDA	
Registration Number:	2542055	WOOX	
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>			
Email:	ksmith@whe-law.com		
Correspondent Name:	Gibson Innovations Belgium NV		
Address Line 1:	Interleuvenlaan 76		
Address Line 4:	3001 Leuven, BELGIUM		
ATTORNEY DOCKET NUMBER:	M&C-13		
NAME OF SUBMITTER:	Kathryn E. Smith		
SIGNATURE:	/Kathryn E. Smith/		
DATE SIGNED:	07/24/2015		
Total Attachments: 4			
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OP \$90.00 3477897

DEED OF TRANSFER OF TRADEMARKS

THE UNDERSIGNED:

1. **Koninklijke Philips N.V.**, a limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands, and registered address at High Tech Campus 5, 5656 AE, Eindhoven, the Netherlands ("**Philips**"),

and

2. **Gibson Innovations Belgium NV**, a private company with limited liability incorporated under the laws of Belgium with its corporate seat in Interleuvenlaan, Belgium, and registered address at Interleuvenlaan 76, 3001 Leuven, Belgium (the "**Company**").

HAVE AGREED AS FOLLOWS:

1. Definitions

When used in this Deed, the following capitalized terms shall have the meaning set forth below:

"**Affiliate**" means (i) as used with respect to Philips: any and all persons with respect to which now or hereafter Philips, directly or indirectly, holds more than 50% (fifty per cent) of the nominal value of the share capital issued, or more than 50% (fifth per cent) of the voting power at general meetings, or has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of such person, excluding the Company and its Affiliates; and (ii) as used with respect to the Company: any and all persons with respect to which now or hereafter the Company, directly or indirectly, holds more than 50% (fifty per cent) of the nominal value of the share capital issued, or more than 50% (fifty per cent) of the voting power at general meetings, or has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of such person;

"**Annex**" means the annex to this Deed;

"**Deed**" means this deed of transfer of Trademarks including the Annex;

"**Party**" means Philips or the Company and "**Parties**" means Philips and the Company together; and

"**Trademarks**" means trademarks, service marks, trade dress, logos, slogans, and similar rights, together with any registrations and applications for registration thereof.

2. Transfer of ownership Trademarks

Philips has assigned and agreed to transfer, and has caused its relevant Affiliates to assign and transfer, all its right, title and interest in and to the Trademarks listed in the Annex, and the Company has accepted such assignment.

3. Amendments

No variation, extension, cancellation or translation of any expressed terms of this Deed shall be binding upon Philips or the Company unless made in writing and signed by a duly authorized representative of Philips and the Company.

4. Effectuation

The Company will be responsible for effectuating the recordal of the assignment and transfer of the Trademarks listed in the Annex. In the event that, in addition to this Deed, the Company needs to submit other documents to any trademark authorities in order to effectuate the recordal of the assignment and transfer of the Trademarks listed in the Annex, the Company hereby warrants and guarantees that such other documents will not contain language that in any way prejudices the provisions of this Deed. The Parties shall, at each other's request, (and shall cause their relevant Affiliates to) execute and deliver such written instruments and otherwise do whatever may from time to time reasonably be necessary to fully effectuate the recordal of the assignment and transfer of the Trademarks listed in the Annex.

5. Observance legal requirements

The Company undertakes to observe, and act in accordance with, all applicable legal requirements relating to the effectuation of the recordal of the assignment and transfer of the Trademarks listed in the Annex.

6. Costs for recordal

Any costs related to the recordal of assignment and transfer of the Trademarks listed in the Annex in the relevant registers will be borne by the Company.

7. Applicable law and jurisdiction

This Deed and the documents to be entered into pursuant to it, save as expressly otherwise provided therein, shall be governed by and construed in accordance with the law of the Netherlands, provided however, that, to the extent that any provisions of the law of a jurisdiction are mandatory for assignment of trademarks granted or subsisting under the law of such jurisdiction, such specific provisions of that law shall prevail.

The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Deed by negotiation between the heads of the respective IP departments of the Parties, including disputes concerning the existence, validity and termination of this Deed. If a dispute is not resolved in good faith, then, at the election of any Party, the

dispute shall be submitted to the competent court of The Hague, the Netherlands, without prejudice to the right of either Party to seek injunctive relief in any place where an infringement of its rights occurs or threatens to occur.

IN EVIDENCE WHEREOF, the Parties have caused this Deed to be signed by their duly authorized representatives on 29th June 2014.


Koninklijke Philips N.V.



(signature)

Name: P.D. Verweij
Title: Authorized Representative

Gibson Innovations Belgium NV



(signature)

Name: Edwin Van Vianen
Title: Chief Marketing Officer

Annex

Jurisdiction	Trade Mark	Application No.	Registration No.
US	AMBISOUND	78360985	3477897
US	QVIDA	85100788	4226209
US	WOOX	75548243	2542055