

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioBeats, Inc.		12/24/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mindful Sound Limited		
Street Address:	3 Fitzhardinge Street		
Internal Address:	3rd Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1H 6EF		
Entity Type:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85858299	BIOBEATS	
Serial Number:	85858294	BIOBEATS	
CORRESPONDENCE DATA			
Fax Number:	3102283701		
<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:	3102282249		
Email:	pbest@smrh.com		
Correspondent Name:	Paul A. Bost		
Address Line 1:	1901 Ave. of the Stars		
Address Line 2:	Suite 1600		
Address Line 4:	Los Angeles, CALIFORNIA 90045		
NAME OF SUBMITTER:	Paul A. Bost		
SIGNATURE:	/Paul A. Bost/		
DATE SIGNED:	12/30/2015		
Total Attachments: 3			
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OP \$65.00 85858299

EXHIBIT D

TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of December 24, 2015 from BioBeats, Inc., a California corporation whose registered office is at 350 Frank Ogawa Plaza, Suite 100, Oakland, California 94612, United States ("ASSIGNOR") to Mindful Sound Limited, a private limited company incorporated under the laws of England and Wales with company number 07727135 whose registered office is at C/O Chaddesley Sanford, 3rd Floor, 3 Fitzhardinge Street, London W1H 6EF, United Kingdom (the "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks (the "Marks") as described in Exhibit 1, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks, and ASSIGNEE desires to accept all of ASSIGNOR's right, title and interest in and to the Marks, and the associated goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business symbolized by the Marks; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment, as of the day and year first above written.

BioBeats, Inc.

Mindful Sound Limited

By: 
Name: Nadeem Kassam
Title: Director

By: _____
Name: David Plans Casal
Title: Director

TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 005699 FRAME: 0767

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WHEREAS, ASSIGNOR is the owner of the trademarks (the "Marks") as described in Exhibit 1, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks, and ASSIGNEE desires to accept all of ASSIGNOR's right, title and interest in and to the Marks, and the associated goodwill.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business symbolized by the Marks; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment, as of the day and year first above written.

BioBeats, Inc.

Mindful Sound Limited

By: _____
Name: Nadeem Kassam
Title: Director

By: 
Name: David Plans Casal
Title: Director

TRADEMARK ASSIGNMENT

EXHIBIT 1
TRADEMARKS

U.S. Application Serial Nos. 85/858,299 and 85/858,294 for the trademarks BIOBEATS and **BIBBEATS** in Classes 9 & 42

TRADEMARKS