

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MUSIC Group Innovation DK A/S	FORMERLY T.C. Electronic A/S	01/25/2016	CORPORATION: DENMARK
RECEIVING PARTY DATA			
Name:	MUSIC GROUP IP LTD.		
Street Address:	PO Box 146, Road Town		
Internal Address:	Trident Chambers, Wickhams Cay		
City:	Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	CORPORATION: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2417904	FINALIZER	
Serial Number:	86486353	PORTLAND ANALOGUE	
Serial Number:	86486332	PORTLAND ANALOGUE	
Serial Number:	86486283	PORTLAND ANALOGUE	
Registration Number:	4552964	TCGROUP	
Registration Number:	2496566	TC	
Registration Number:	2150027	T.C. ELECTRONIC	
Registration Number:	1566467	T.C. ELECTRONIC	
Registration Number:	4552965		
Registration Number:	4539997	LUCIA	
Registration Number:	3989778	POLYTUNE	
Registration Number:	4149813	TONEPRINT	
Registration Number:	4149815	TONEPRINTS	
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:	+6329028200		
Email:	LEGAIPGLOB@music-group.com		
TRADEMARK			

OP \$340.00 2417904

Correspondent Name: MARIE VILLEGAS
Address Line 1: 25/F AYALA LIFE - FGU CENTER
Address Line 2: 6811 AYALA AVENUE
Address Line 4: MAKATI CITY, PHILIPPINES 1209

NAME OF SUBMITTER: SIMON V. LAO

SIGNATURE: /SIMON V. LAO/

DATE SIGNED: 01/28/2016

Total Attachments: 9

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DEED OF ASSIGNMENT

WHEREAS, MUSIC Group Innovation DK A/S, formerly T.C. Electronic A/S, a corporation formed in accordance with the laws of Denmark, having offices at Sindalsvej 34, DK-8240, Risskov, Denmark (hereinafter, the "Assignor"), is the owner of the certain Intellectual Property Rights listed in Schedules 1, 2 and 3 (the "Transferred IP"); and

WHEREAS, MUSIC Group IP Ltd., a corporation formed in accordance with the laws of the British Virgin Islands, with registered office address at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands (hereinafter, the "Assignee"), is desirous of acquiring the Transferred IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor hereby assigns to Assignee all right, title and interest in and to the Transferred IP as set forth below.

1. DEFINITIONS

"Transferred IP" shall mean Transferred Patents, Transferred Trademarks and Transferred Domain Names;

"Transferred Patents" shall mean the patents and patent applications listed at Schedule 1;

"Transferred Trademarks" shall mean the trademarks and trademark applications listed in Schedule 2; and

"Transferred Domain Names" shall mean the domains listed in Schedule 3.

2. PROVISIONS PERTAINING TO THE TRANSFERRED PATENTS AND TRANSFERRED TRADEMARKS

2.1 Transfer of the Transferred Patents and Transferred Trademarks

2.1.1 The Assignor hereby assigns with full title guarantee to the Assignee and with effort the Transferred Patents and the Transferred Trademarks and all rights in and to the Transferred Patents and the Transferred Trademarks, together with the goodwill vesting in those Transferred Patents and Transferred Trademarks, and the benefit of the applications for registration of the above with the intention that, when the applications are granted, the registrations shall vest in the Assignee. The Assignee hereby accepts the transfer.

2.1.2 In respect of the Transferred Patents, the Assignor also assigns to the Assignee the right to apply for, prosecute and obtain patent protection in any country for an invention embodied by any of the applications comprised in the Transferred Patents intending the right to claim priority from such applications.

2.2 Proceedings

2.2.1 The assignment of the Transferred IP shall include the right for the Assignee to bring proceedings in respect of any part of the Transferred IP against any third party for infringement, passing off or otherwise infringing the rights of the Assignors in the Transferred IP where such infringement occurred prior to the date of this Deed.

2.2.2 The Assignor also shall, without undue delay after it is asked to do so in writing by Assignee, duly complete all the forms necessary to support the Assignee with all needed declarations necessary on the Assignors' part to enforce them against third parties who infringe them, or, (in case of trademarks) who apply for trademarks which are confusingly similar to the Transferred Trademarks as listed in Schedule 2; provided that Assignee pursues its registration as new holder of the Transferred Trademarks/Transferred Patents without undue delay. This support will be granted for the period until the Assignee has been registered as holder of the respective intellectual property right in the registers of the respective competent offices.

2.3 Registration of the Transferred Patents and the Transferred Trademarks; Assistance: The Assignee may, at any time and at its sole discretion, record the assignment of the Transferred Patents and the Transferred Trademarks in the registers of the respective competent offices. The Assignor shall, without undue delay after they are asked to do so in writing by the Assignee, duly complete all the forms and execute such documents and/or deeds and carry out all the other acts necessary for such registration in this regard, in particular issuing declarations. Any costs (excluding the internal costs of the Assignor) for such registration of the Transferred Patents and Transferred Trademarks shall be borne by the Assignee.

2.4 Surrender of documents; further maintenance; Costs

2.4.1 The Assignor shall, within thirty (30) days after the date of this Agreement, surrender to the Assignee the following documents relating to the Transferred Patents and Transferred Trademarks, each of them if and to the extent they actually are in the Assignor's possession or held by third parties on behalf of Assignor: (i) copies of all documents submitted to and received from patent and other registration offices during the prosecution process, (ii) copies of any material correspondence with third parties with regard to the prosecution of the Transferred Patents and the Transferred Trademarks, and (iii) if applicable, the original granting certificates for these rights.

2.4.2 The Assignee shall be responsible for maintenance and prosecution of Transferred Patents and Transferred Trademarks (e.g. paying of annuities becoming due after the date of this Agreement, duly answering official notices, etc.) as of the date of this Agreement, if not otherwise agreed upon for specific cases in writing between the Assignor and the Assignee.

3. PROVISIONS PERTAINING TO THE TRANSFERRED DOMAIN NAME

3.1 Transfer

3.1.1 The Assignor hereby agrees to the registration of the Transferred Domain Names in the name of the Assignee in the respective domain registers of the respective registrars. Should the registration in the name of the Assignee not be possible under applicable provisions in a certain country, or if the Assignee prefers that the Transferred Domain Names be held in the name of its affiliate, the Assignors shall, upon written request of the Assignee, register the relevant Transferred Domain Names in the name of a third party or an affiliate.

3.1.2 The Assignor shall, as soon as requested to do so in writing by the Assignee (and/or its designee), duly complete all the forms and execute all documents and/or deeds necessary for the registration and the acquisition of full and unrestricted technical control over the Transferred Domain Names, and shall carry out all the other acts necessary in this regard, in particular issuing declarations.

3.1.3 As far as Transferred Domain Names are held by an individual, the Assignor shall, do all such things as are necessary and use its best endeavors to cause such individual to sign said documentation necessary to transfer the registration.

3.2 **Surrender of documents:** The Assignor shall, within thirty (30) days, surrender to the Assignee copies of any material correspondence with third parties (including the relevant providers) with regard to the Transferred Domain Names.

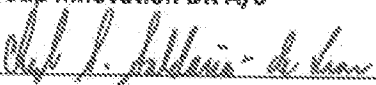
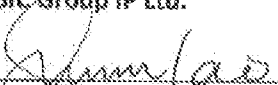
4. **TAXES AND LEVIES:** Taxes and other levies, in particular, withholding taxes and transfer taxes, triggered by a transfer under this Deed, shall be borne by the Transferee.

5. **COUNTERPARTS:** This Deed may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and all counterparts together will constitute one and the same instrument.

6. **TRUST:** The Assignor agrees that, to the extent that any of the rights to be assigned under this Deed are not wholly and/or validly assigned, the Assignor shall hold them upon a bare trust for the full and exclusive benefit of the Transferee.

7. **GOVERNING LAW:** This Deed will be governed by and construed in accordance with the laws of the Philippines. Each party irrevocably submits to the non-exclusive jurisdiction of the Philippines over any claim or matter arising under or in connection with this Deed.



IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed this ____ day of January, 2016.







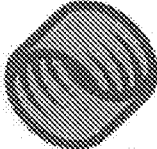




ASSIGNOR	ASSIGNEE
MUSIC Group Innovation DK A/S	MUSIC Group IP Ltd.
By: 	By: 
Name: Cheryl S. Saidaña-De Leon	Name: Simon Lao
Title: Director	Title: Attorney-In-Fact
Date: 25 January 2016	Date: 25 January 2016

Schedule 1 -- Transferred Patents

n/a

Schedule 2 – Transferred Trademarks

Jurisdiction	Mark	Specimen	Reg. No./ App. No.	Class
USA	FINALIZER	FINALIZER	2417904	9
USA	PORTLAND ANALOGUE LOGO		86486353	15
USA	PORTLAND ANALOGUE STYLIZED	<i>PORTLAND</i> <i>analogue</i>	86486332	15
USA	PORTLAND ANALOGUE	PORTLAND ANALOGUE	86486283	15
USA	TCGROUP	TCGROUP	4552964	9, 15
USA	TC	TC	2496566	9, 35
USA	T.C. ELECTRONIC STYLIZED	t.c. electronic	2150027	9
USA	T.C. ELECTRONIC STYLIZED	t.c. electronic	1566467	42
USA	MOBIUS HANDS		4552965	9, 15
USA	LUCIA	LUCIA	4539997	9
USA	POLYTUNE	POLYTUNE	3989778	9, 15
USA	TONEPRINT	TONEPRINT	4149813	9, 15
USA	TONEPRINTS	TONEPRINTS	4149815	9
China	TONEPRINTS	TONEPRINTS	10217943	15
China	POLYTUNE	polytune	9141251	15

China	T.C. ELECTRONIC		3125921	09
China	TONEPRINT	TONEPRINT	10218608	15
China	TC-HELICON STYLIZED	TC-HELICON	3063247	09
China	TONEPRINTS	TONEPRINTS	10217503	09
China	T.C. ELECTRONIC		3053500	09
China	TONEPRINT	TONEPRINT	10213343	09
China	TC-HELICON STYLIZED	TC-HELICON	12674470	15
China	T.C. ELECTRONIC		12674471	15
China	TCGROUP		12674473	15
China	TCGROUP & MOBIUS HANDS LOGO		12674475	15
China	MOBIUS HANDS		12674476	09
China	MOBIUS HANDS		12674477	15
China	TCGROUP		12674472	09
China	TCGROUP & MOBIUS HANDS LOGO		12674474	09
Denmark	t.c. electronic		VR 1987 00711	09
Japan	TC ELECTRONIC		2014091609	09

Schedule 3 -- Transferred Domains

<u>Domain</u>	<u>Expiry Date</u>	<u>Registrant</u>
dynaudioacoustics.dk	3/31/2016	TC Electronic A/S
polytuner.com	9/30/2016	TC Electronic A/S
rebelhead450.com	8/28/2016	TC Electronic A/S
tcelectronic.dk	3/31/2016	TC Electronic A/S
tc-electronic.dk	3/31/2016	TC Electronic A/S
tcelectronic.org	2/16/2016	TC Electronic A/S
tcelectronic.tc	12/7/2016	TC Electronic A/S
tcgroup.dk	12/31/2016	TC Electronic A/S
tcgroup.tc	1/21/2017	TC Electronic A/S
tc-group.tc	12/7/2016	TC Electronic A/S
tcgroup-america.com	11/18/2017	TC Electronic A/S
thetcgroup.dk	12/31/2016	TC Electronic A/S

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Pasig City City) SS.


BEFORE ME, a Notary Public for and in Pasig City this 25th day of January 2016, personally appeared the following persons, to wit:

Name	ID No.	Issued on	Expiration/Place of Issuance
CHERYL S. SALDANA DE LEON	PP No. EB7357057	02/11/2013	02/10/2018/ DFA-Manila
SIMON LAO	DL No. N01-97-210634	01/28/2015	02/18/2018 / QC

known to me to be the same persons who executed this *Deed of Assignment* consisting of nine (9) pages, including this page on which the Acknowledgment is written, that they acknowledged to me that the same is his/her free and voluntary act and deed, and of the corporations by request.

WITNESS MY HAND AND NOTARIAL SEAL on the date year and place, first written above.

Doc. No. 338
Page No. 48
Book No. IV
Series of 2016.


ROSA MARIA G. AGUIRRE
Notary Public for Pasig City
Commission Expires 31 December 2018
1104 Discovery Center 75 ADB Ave., Quigley Center, Pasig City
APPT. No. 151 (2015-2018) / Roll No. 52050
PTR No. 426481, 01231/2015, Pasig City
IDP No. 198918, 01/05/2015, Nakar City