

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380205

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/31/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elgato Systems GmbH		04/07/2016	Limited Liability Company: GERMANY

RECEIVING PARTY DATA

Name:	Shenzhen Geniatech Inc., LTD
Street Address:	Gaoxin Central Avenue 3rd, 18th F.
Internal Address:	GDC Building, No. 9
City:	Nanshan District, Shenzhen
State/Country:	CHINA
Postal Code:	518057
Entity Type:	Corporation: CHINA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3377311	EYETV
Registration Number:	3397316	EYETV

CORRESPONDENCE DATA

Fax Number: 9192868199

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.

Phone: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 024480-14

DOMESTIC REPRESENTATIVE

Name: Arlene D. Hanks/Moore & Van Allen PLLC

Address Line 1: 3015 Carrington Mill Blvd.

Address Line 2: Suite 400

OP \$65.00 3377311

Address Line 4: Morrisville, NORTH CAROLINA 27560	
NAME OF SUBMITTER:	Arlene D. Hanks
SIGNATURE:	/Arlene D. Hanks/
DATE SIGNED:	04/11/2016
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOOD WILL

THIS ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOOD WILL (the "Assignment") made *nunc pro tunc* effective as of the 31 day of January, 2016, (the "Effective Date"), by and between **Elgato Systems GmbH**, a limited liability company, organized under the laws of Germany, whose address is Rotkreuzplatz 1, 80634, München, Fed Rep Germany (hereinafter the "Assignor"), and **Shenzhen Geniatech Inc., LTD**, a corporation, organized under the laws of the People's Republic of China, whose address is 18th F, GDC Building, No. 9, Gaoxin Central Avenue 3rd, Nanshan District, Shenzhen, P.R. China 518057, (hereinafter the "Assignee").

WHEREAS, on the Effective Date, Assignor was the owner of all rights, title and interest in and to the trademarks and the registrations therefor as more fully set forth on the attached Exhibit A, and the goodwill of the business associated therewith and symbolized thereby, (collectively, the "Trademarks"), and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor; and

WHEREAS, under the terms of the Purchase Agreement entered into by and between Assignor and Assignee executed on December 18, 2015 and and effective as of January 31, 2016, (the "Purchase Agreement"), Assignor agreed to and on the Effective Date did sell, transfer, convey, assign and deliver to Assignee, among other assets and trademarks, all rights, title and interest in and to the Trademarks and all rights appurtenant thereto; and

WHEREAS, the parties are desirous of memorializing in writing the prior assignment of the Trademarks, and all rights appurtenant thereto, from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor assigns to Assignee effective as of the Effective Date all of its rights, title and interest in and to the Trademarks, together with all rights appurtenant thereto, including without limitation all common law rights therein, the goodwill of the business connected with the use of and symbolized by said Trademarks and any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Trademarks, false designations of origin, unfair competition, deceptive trade practices, dilution and/or other misappropriation related to the Trademarks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the said Trademarks and all rights appurtenant thereto to Assignee, its successors or assigns.

3. Assignor authorizes the USPTO Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee.

4. The terms of the Purchase Agreement, including, but not limited to, any representations, warranties, covenants, agreements and indemnities relating to the Trademarks, are incorporated herein by this reference. The parties hereto acknowledge and agree that representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment, through their respective duly authorized representatives, effective *nunc pro tunc* as of the Effective Date and executed on the dates forth below.

Elgato Systems GmbH,
Assignor

By: [Signature]
Name: MARKUS FEHRENBACH
Title: CEO
Date: 7 APRIL 2009

Elgato Systems GmbH
Kettkreuzplatz 1
D-80634 München
F 089-1433390 F 089-1433390

Shenzhen Geniatech Inc., LTD,
Assignee

By: _____
Name: _____
Title: _____
Date: _____

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

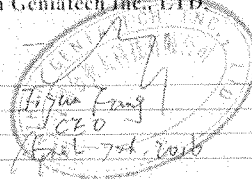
IN WITNESS WHEREOF, the parties have executed this Assignment, through their respective duly authorized representatives, effective *nunc pro tunc* as of the Effective Date and executed on the dates forth below.

Elgato Systems GmbH,
Assignor

By: _____
Name: _____
Title: _____
Date: _____

Shenzhen Geniatech Inc., LTD.
Assignee

By: _____
Name: *Hijian Long*
Title: *CEO*
Date: *April 7th, 2016*

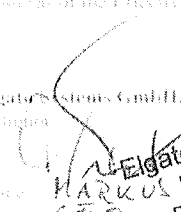
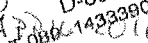






incumbency between the terms of the Purchase Agreement and the terms of the trade and license Agreement shall prevail.

8. The Assignment shall be executed in consideration of cash of which the Assignor has provided an original but all of which together with the legal title to the same is contained in the Assignment delivered by the Assignor hereunder in full payment of all claims in connection therewith. The Assignor hereby certifies that the legal effect is achieved in accordance with the terms of the Assignment.

9. The Assignment shall be binding upon and enforceable to the benefit of the parties from the date of its execution and delivery.

IN WITNESS WHEREOF, the parties have executed this Assignment through their respective duly authorized representatives, effective as of the date of the Execution Date and as of the date set forth below:

Elgato Systems GmbH
As assignor
By: 
Name: Markus
Title: CEO
Address: Elgato Systems GmbH
Rotkreuzplatz 1
D-80634 München
Tel: +49 89 14333990
Fax: +49 89 14333999
E-Mail: 

Shenzhen Gematech Inc. LTD
As assignee
By: 
Name: 
Title: 
Date: 

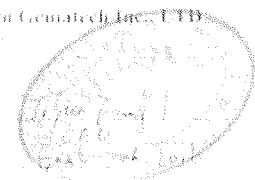


Exhibit A

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
United States	eyetv (stylized)	3,377,311	February 5, 2008
United States	EyeTV	3,397,316	March 18, 2008