

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380360

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Music Group Innovation SC Ltd.		03/30/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MUSIC GROUP IP LTD.		
<b>Street Address:</b>	trident chambers, wickhams cay		
<b>Internal Address:</b>	po box 146, road town		
<b>City:</b>	tortola		
<b>State/Country:</b>	VIRGIN ISLANDS, BRITISH		
<b>Entity Type:</b>	Corporation: VIRGIN ISLANDS, BRITISH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0411187	TANNOY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6329028200		
<b>Email:</b>	legaipglob@music-group.com		
<b>Correspondent Name:</b>	Marie Villegas		
<b>Address Line 1:</b>	25 Floor Ayala-Life FGU		
<b>Address Line 2:</b>	6811 Ayala Ave.		
<b>Address Line 4:</b>	Makati, PHILIPPINES		
<b>ATTORNEY DOCKET NUMBER:</b>	TANNOY US ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Marie Villegas		
<b>SIGNATURE:</b>	/Marie Villegas/		
<b>DATE SIGNED:</b>	04/12/2016		
<b>Total Attachments: 8</b>			
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DEED OF ASSIGNMENT

**WHEREAS, MUSIC GROUP INNOVATION SC LTD.**, formerly Tannoy, Limited, a corporation formed in accordance with the laws of Scotland, having offices at Harbour Court Compass Road, North Harbour Portsmouth, Hampshire, PO6 4ST, United Kingdom (hereinafter, the "Assignor"), is the owner of the Transferred IP, hereinafter defined; 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:** 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.

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 fight to claim priority from such applications.

- 2.2 Proceedings:** 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.

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 and/or 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:** 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.

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.

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 Assignee.

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 Assignee.

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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 March 2016.

ASSIGNOR	ASSIGNEE
<b>MUSIC Group Innovation SC Ltd.</b>	<b>MUSIC Group IP Ltd.</b>
By: <u><i>Cheryl S. Saldana De Leon</i></u>	By: <u><i>Marie Christine Enciso-Villegas</i></u>
Name: <u>Cheryl S. Saldana De Leon</u>	Name: <u>Marie Christine Enciso-Villegas</u>
Title: <u>Director</u>	Title: <u>Attorney-In-Fact</u>
Date: _____	Date: _____

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## SCHEDULE 1 – Transferred Patents

#	Title	Application	Patent No. / Publication No.	Issuance Date / Publication Date	Application No.	Type
1	Acoustical Horn	UK	GB2455563	3/21/2012	GB0724395.9	Patent
2	Acoustical Horn	US	US 8,213,658 B2	7/3/2012	12/333,876	Patent
3	Control system for a transducer array	UK	GB2459512	2/15/2012	GB0807629.1	Patent
4	Control System for a Transducer Array	US	US 8,260,442 B2	9/4/2012	12/429,690	Patent
5	Loudspeaker	UK	GB2502189	6/4/2014	GB1305412.7	Patent
6	Loud Speakers	US	US 9,271,071	2/23/2016	14/201,168	Patent

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## SCHEDULE 2 – Transferred Trademarks

#	Mark	Jurisdiction	Registration No.	Class
1	TANNOY	Canada	UCA017720	9
2	TANNOY	China	28184	9
3	天朗	China	514085	9
4	TANNOY	Israel	12531	9
5	TANNOY	Hong Kong	19570443	9
6	天朗	Hong Kong	19801578	9
7	TANNOY	India	156423	9
8	TANNOY	Japan	519115	9
9	TANNOY	Republic of Korea	67838	9
10	TANNOY (STYLIZED)	United States of America	0411187	9
11	QFlex	OHIM	006888093	9

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SCHEDULE 3 – Transferred Domains

#	Domain	Expiration
1	tannoy.com	9/6/2019

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILLIPPINES)  
**PASIG CITY** ) SS.

BEFORE ME, a Notary Public for and in Makati City this 30<sup>th</sup> day of March 2016, personally appeared the following persons, to wit:

Name	Passport No.	Issued on	Expiration/Place of Issuance
<b>Cheryl S. Saldana De Leon</b>	EB7357057	11 Feb. 2013	10 Feb. 2018
<b>Marie Christine Enciso-Villegas</b>	EC3455121	14 Feb. 2015	13 Feb. 2020

known to me to be the same persons who executed this *Deed of Assignment* consisting of eight (8) 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. 2267  
Page No. 46  
Book No. 1  
Series of 2016.

*22*  
**PIA ISABEL O. CO**  
Notary Public for Pasig City, San Juan  
Taguig and Municipality of Pateros  
Commission until 31 December 2016  
2404 Discovery Center 25 ADB Ave. Ortigas Center, Pasig City  
APPT. No. 239 (2015-2016) Roll No. 64407  
PTR No. 1431620; 01/13/2016; Pasig City  
IBP No. 1024362, 01/12/2016; RSM  
MCLE No. V-0011415; Nov. 02, 2015

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