

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390395

|   |  |                       |                     |
|---|--|-----------------------|---------------------|
| <b>SUBMISSION TYPE:</b>   | RESUBMISSION                           |                       |                     |
| <b>NATURE OF CONVEYANCE:</b>  | Bankruptcy Estate                      |                       |                     |
| <b>RESUBMIT DOCUMENT ID:</b>  | 900367602                              |                       |                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                     |
| <b>Name</b>   | <b>Formerly</b>                        | <b>Execution Date</b> | <b>Entity Type</b>  |
| Appear Networks Systems AB  |  | 06/06/2016            | Corporation: SWEDEN |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                     |
| <b>Name:</b>  | Appear TV AS                           |                       |                     |
| <b>Street Address:</b>  | Lilleakerveien 2B                      |                       |                     |
| <b>City:</b>  | 0283 Oslo                              |                       |                     |
| <b>State/Country:</b>   | NORWAY                                 |                       |                     |
| <b>Entity Type:</b>   | Corporation: SWEDEN                    |                       |                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                     |
| <b>Property Type</b>  | <b>Number</b>                          | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>   | 2946654                                | APPEAR                |                     |
| <b>Registration Number:</b>   | 2946653                                | APPEAR                |                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                     |
| <b>Fax Number:</b>  | 2027568087                             |                       |                     |
| <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>   | 2027568295                             |                       |                     |
| <b>Email:</b>   | rkim@mwe.com                           |                       |                     |
| <b>Correspondent Name:</b>  | Richard Kim c/o McDermott Will & Emery |                       |                     |
| <b>Address Line 1:</b>  | 500 North Capitol Street, N.W.         |                       |                     |
| <b>Address Line 4:</b>  | Washington, D.C. 20001                 |                       |                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 67118-012                              |                       |                     |
| <b>DOMESTIC REPRESENTATIVE</b>  |  |                       |                     |
| <b>Name:</b>  | Richard Kim c/o McDermott Will & Emery |                       |                     |
| <b>Address Line 1:</b>  | 500 North Capitol Street, N.W.         |                       |                     |
| <b>Address Line 4:</b>  | Washington, D.C. 20001                 |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | Richard Y. Kim                         |                       |                     |
| <b>SIGNATURE:</b>   | /Richard Y. Kim/                       |                       |                     |
| <b>DATE SIGNED:</b>   | 07/06/2016                             |                       |                     |

**Total Attachments: 8**

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**TRANSFER AGREEMENT**

between

**The bankruptcy estate of Appear Networks Systems AB, 556586-6505**

and

**Appear TV AS, 986 942 033**

regarding

**Trademarks, Domain Names and Social Media**

6 June 2016

*alt*

STOCKHOLM GÖTEBORG HELSINGBORG MALMÖ UPPSALA ÖREBRO [www.tidax.se](http://www.tidax.se)

THIS AGREEMENT (the "Agreement") is made as of 6 June 2016 by and between:

- (1) The bankruptcy estate of Appear Networks Systems AB (formerly a limited company, duly incorporated under Swedish law), c/o Pierre Pettersson (the "Receiver") Advokatfirman Lindahl, Box 1065, 101 39 Stockholm, Sweden (the "Seller"); and
- (2) Appear TV AS, org. no. 986 942 033, a limited company duly incorporated under Norwegian law, Lilleakerveien 2B, 0283 Oslo, Norway (the "Buyer")

The Seller and Buyer are individually also referred to as a "Party" and collectively referred to as the "Parties".

## 1. BACKGROUND

Appear Networks Systems AB (the "Company") has among other things developed the software Appear IQ 8 platform and a number of related applications. In addition, the Company has registered a number of trademarks, domain names and social media accounts. On March 21, 2016, the Company filed for bankruptcy and Pierre Pettersson was appointed official receiver.

The Buyer is conducting business in the field of design, production and sales of equipment for professional video services.

The Buyer has matched the highest bid amongst several bidders for the Company's trademarks, domain names and social media.

As a result hereof and upon the terms and conditions set out in this Agreement, the Seller wishes to sell and the Buyer desires to purchase the trademarks, domain names and social media pursuant to the terms and conditions set forth in this Agreement.

## 2. OBJECT OF TRANSFER

This Agreement provides for the transfer, from the Seller to the Buyer, of the trademarks as listed in Appendix 1 and the domain names and social media as listed in Appendix 2, and all other trademarks, domain names and social media, which contains the word "Appear", applied for or registered by the Company and any and all related goodwill (collectively referred to as the "Assets").

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3. PURCHASE PRICE

- 3.1 The Buyer shall pay a purchase price to the Seller in the form of a one-time payment of EUR (the "Purchase Price").
- 3.2 The Purchase Price is exclusive of VAT. Should the Swedish tax authority find that the Seller is liable to pay VAT; the Buyer shall compensate the Seller and hold the Seller harmless for any additional VAT.

4. DELIVERY

- 4.1 Transfer of all the Assets, from the Company to the Buyer, and delivery of the Assets, except for the domain names listed in Appendix 2, shall be deemed to have occurred upon signing of this Agreement.
- 4.2 Delivery of the domain names to the Buyer shall be deemed to have occurred when the Seller has registered the Buyer as new owner of the domain names or provided the Buyer with the required authorization codes to the domain names. However, delivery of the domain names to the Buyer shall occur no later than 1 August 2016.
- 4.3 The Buyer shall be responsible for the administration of the recordal of transfer of the trademarks with the relevant offices, authorities or registrars and will provide all necessary documents for which the signatures of the Parties is required to complete the transfer of the Assets.
- 4.4 The Seller undertakes with reasonable efforts to contribute to the transfer of the rights to the Assets and registration of the new ownership of the Assets with the relevant offices, authorities or registrars. This includes signing, or securing the necessary signatures in relation to, any documents, applications, consents etc. as may be required in order to complete the formal transfer of the Assets.
- 4.5 Upon the Seller's bank confirming the receipt of the payment set forth in section 5, the Seller undertakes to provide the Buyer with the required and valid log-in details for Twitter and Facebook.

5. PAYMENT

Payment of the Purchase Price shall be made the same day as signing of this Agreement, by cash transfer using Advokatfirman Lindahl's bank account IBAN: SE7630000000015102018949 Swift: NDEASESS stating "Appear Networks" as reference (the "Payment").

6. CONDITIONS OF THE ASSETS AND LIMITATION OF LIABILITY

6.1 The Assets are transferred "as is" (Sw. "i befintligt skick").

6.2 The Buyer is aware of its duty to examine the Assets and has been given the opportunity to do so and the Buyer has carried out a close examination of the Assets described in Appendix 1 and 2 and the Company's right to the Assets.

6.3 The Buyer is also aware that the Seller is a bankruptcy estate and that, as such, the Seller represented by the receiver in bankruptcy has only held the Assets during a short time and thus has no deeper knowledge about the Assets. The Seller makes no representations or warranties whatsoever, express or implied, regarding the Assets, including without limitation its quality, legal validity, encumbrances, freedom from defects, performance, merchantability or suitability for any particular purpose.

6.4 The Seller shall not be responsible whatsoever for any defects in the Assets, nor is the Seller liable for any direct, incidental, special, indirect, or consequential damages, loss of business, loss of profits, or loss of goodwill relating to, caused by or arising out of any actual or asserted intellectual property infringement or breach of obligations under this Agreement.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Swedish law.

8. DISPUTES

Any dispute concerning or arising out of or in relation to this Agreement shall be finally resolved by the courts of Sweden, and the City Court of Stockholm shall be the court of first instance.

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This Agreement has been executed in two (2) originals, of which the parties have taken one (1) each.

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The Bankruptcy Estate

of Appear Networks Systems AB

Appear TV AS



Name: Pierre Pettersson, receiver



Name: CHEL WAUTER HULST, CEO

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| Appendix 1 - Trademarks |         |   |                                 |                                  |                   |              |   |                                 |  |
|-------------------------|---------|---|---------------------------------|----------------------------------|-------------------|--------------|---|---------------------------------|--|
| TM Class                | Country | Registration Number                       | Application Date / Priority     | Registration Date / Priority     | Exam Request Date | Status       | Class / Goods & Services  | Priority / Source / Information |  |
| APPEAR                  | USA     | APPEAR NETWORKS SYSTEMS AB (Sweden)       | App 26-OCT-2002<br>Reg 24116372 | Reg 05-MAY-2005<br>Reg 2646555   | 03-MAY-2005       | Registered   | 9<br>NET. CL. 9 COMPUTER SOFTWARE FOR DEVICE MANAGEMENT, APPLICATION PROVISIONING, APPLICATION MANAGEMENT, MOBILE WORKFORCE MANAGEMENT, WIRELESS APPLICATION AND DATABASE MANAGEMENT; COMPUTER SOFTWARE THAT ENABLES THE USER TO BE LOCATED AND TO ACCESS WIRELESS TELECOMMUNICATIONS NETWORKS; COMPUTER SOFTWARE WHICH PROVIDES AUTOMATIC DOWNLOADS INTO WIRELESS DEVICES OF INFORMATION AND COMPUTER APPLICATIONS FROM LOCAL DATA SOURCES ACCORDING TO THE PROGRAMMER'S SPECIFICATIONS REGARDING THE USER; THE USER'S MEMORY, THE USER'S LOCATION, THE TIME OF DAY AND THE USER'S WIRELESS DEVICE; AND WHICH ENABLES THE USER TO MANAGE THE DOWNLOADED INFORMATION AND APPLICATIONS; COMPUTER SOFTWARE WHICH ENABLES THE USER TO DOWNLOAD INFORMATION AND COMPUTER SOFTWARE, E-MAILS AND TO MAKE SURE INFORMATION IS  |                                 |  |
| APPEAR                  | USA     | APPEAR NETWORKS SYSTEMS AB (Sweden)       | App 25-OCT-2002<br>App 19117839 | Reg 03-MAY-2005<br>Reg 2340254   | 25-MAY-2005       | Registered   | 9<br>NET. CL. 9 COMPUTER CONSULTATION, TECHNICAL SUPPORT SERVICES, NAMELY, TROUBLESHOOTING OF COMPUTER HARDWARE AND SOFTWARE PROBLEMS, COMPUTER PROGRAMMING SERVICES, MAINTENANCE OF COMPUTER SOFTWARE, UPDATING OF COMPUTER SOFTWARE, DEVELOPMENT OF COMPUTER SOFTWARE, INSTALLATION OF SOFTWARE.  |                                 |  |
| APPEAR                  | Canada  | APPEAR NETWORKS SYSTEMS AB & legal entity | App 28-MAY-2003<br>App 1207145  | Reg 26-OCT-2005<br>Reg 104375028 | 26-OCT-2004       | Registered   | (1) Computer software for device management, application programming, application management, mobile workforce management, wireless application and database management, computer software that enables the user to be located and to access wireless telecommunications networks; computer software that provides automatic downloads onto wireless devices of information and computer applications from local data sources according to pre-programmed specifications regarding the user; the user's memory, the user's location, the time of day and the user's wireless device; and which enables the user to manage the downloaded information and applications; computer software which enables the user to download information and computer applications and to manage such information and applications.<br>(2) Computer consultations in the field of mobile applications and software for enterprise resource management (ERP), customer relation management (CRM), business process management (BPM), head force automation (HFA) and server administration (SA), sales force automation (SFA) and enterprise application integration (EAI), wireless output devices, namely, troubleshooting of computer hardware and software problems; computer programming services; programmers of computer software; updating of computer software; development of |                                 |  |
| APPEAR                  | China   | APPEAR NETWORKS SYSTEMS AB (Sweden)       | App 28-APR-2003<br>App 417433   | Reg 02-JUN-2005<br>Reg 8513955   | 02-JUN-2005       | REGISTRATION | 09-INT. ECONCOMM. COMMUNICATIONS  |                                 |  |





## Appendix 2

### Domain Names

|                    |
|--------------------|
| appearnetworks.com |
| appearnetworks.org |
| appearnetworks.net |
| appear.se          |
| appear.eu          |

### Social Media

|                           |
|---------------------------|
| Twitter user name: appear |
| Facebook page: Appear     |

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