

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404157

<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>
Celestion International Limited		10/14/2016	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEF Celestion Corporation		
<b>Street Address:</b>	Zephyr House, 122 Mary Street		
<b>City:</b>	Grand Cayman		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Postal Code:</b>	KY1-1107		
<b>Entity Type:</b>	Corporation: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2248801	C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122468959		
<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>	2127081800		
<b>Email:</b>	slebson@ladas.com		
<b>Correspondent Name:</b>	Ladas & Parry LLP		
<b>Address Line 1:</b>	1040 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	NTMA161384:753		
<b>NAME OF SUBMITTER:</b>	Scott J. Lebson		
<b>SIGNATURE:</b>	/SJL/		
<b>DATE SIGNED:</b>	11/02/2016		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT

(with goodwill)

THIS ASSIGNMENT is made the *14* day of *October* 2016

### BETWEEN:

**Celestion International Limited**, a corporation incorporated under the laws of United Kingdom, with address at **Foxhall Road, Ipswich, Suffolk IP3 8JP, United Kingdom** (the "Assignor")

### AND

**KEF Celestion Corporation**, a corporation incorporated under the laws of Cayman Islands, with address at **Zephyr House, 122 Mary Street, P.O. Box 709, Grand Cayman KY1-1107, Cayman Islands** (the "Assignee")

### BACKGROUND :-

- A. The Assignor is the owner of the trade marks and the registrations (hereinafter collectively referred to as the "Trade Marks") identified in the attached Schedule.
- B. The Assignor has agreed with the Assignee to assign the Trade Marks to the Assignee upon the terms and conditions set out in this assignment.

### IT IS HEREBY AGREED as follows :-

1. For good and valuable consideration of US\$1 now paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, the Assignor ASSIGNS to the Assignee to hold to the Assignee absolutely its entire right, title and interest in and to the Trade Marks together with the whole of the goodwill of the business connected with the goods and services for which the Trade Marks are registered.
2. The Assignor shall at the request and expense of the Assignee execute and do all acts and things as may be necessary or proper to confirm and record the assignment of the rights referred to in clause 1 and the proprietorship of the Assignee therein. The Assignor and Assignee authorise Deacons, Solicitors, Hong Kong or its authorised agents to

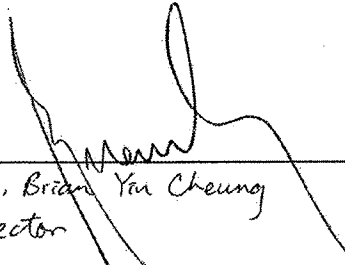
apply for the recordal of the assignment of the Trade Marks on the relevant Trade Marks Register.

3. Pending recordal of the Assignee as the registered proprietor of the Trade Marks on the relevant Trade Marks Register, the Assignor agrees to lend its name to any proceedings for infringement of the Trade Marks, and the Assignee agrees to indemnify the Assignor for all costs and other liabilities incurred by the Assignor arising directly out of such proceedings.
4. The Assignor covenants with the Assignee that it has not done or knowingly suffered or been party or privy to any act or thing whereby it is prevented from validly assigning the rights referred to in clause 1.
5. This Agreement shall be governed by and be construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
6. In this Assignment the expressions "Assignor" and "Assignee" shall, where the context so admits, include their respective successors, heirs and assigns.

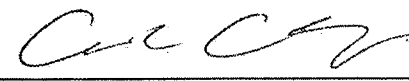
**SIGNED** by or on behalf of the Assignor and the Assignee on the date stated above.

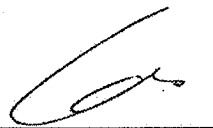
**SIGNED** for and on behalf of )  
**Celestion International Limited** )

  
\_\_\_\_\_  
Witness: *Se Chun May Monica*

) By:   
Name: *LI, Brian Yau Cheung*  
Title: *Director*

**SIGNED** for and on behalf of )  
**KEF Celestion Corporation** )

  
\_\_\_\_\_  
Witness: *Cheng Yut Carol*

) By:   
Name: *TSE, Ching Yee Stella*  
Title: *Authorised Signatory*

**UNITED STATES OF AMERICA**

**SCHEDULE**

**C & Triangle Logo**

**No. 2248801**