

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imagini Holdings Limited		03/16/2015	Company: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	WaveControl Services Limited		
Street Address:	Ioanni Stylianou 6		
Internal Address:	2nd Floor Flat/Office 202		
City:	Nicosia		
State/Country:	CYPRUS		
Postal Code:	2003		
Entity Type:	Company: CYPRUS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3944451	VISUALDNA	
Registration Number:	4315183	VISUALDNA	
Registration Number:	4247761	YOUNIVERSE	
CORRESPONDENCE DATA			
Fax Number:	4073029973		
<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:	4073029970		
Email:	michael@leetzow.com		
Correspondent Name:	Michael L. Leetzow		
Address Line 1:	2393 Crest Ridge Ct		
Address Line 4:	Sanford, FLORIDA 32771		
NAME OF SUBMITTER:	Michael L. Leetzow		
SIGNATURE:	/Michael L. Leetzow/		
DATE SIGNED:	12/12/2016		
Total Attachments: 13			
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DATED 16 March 2015

IMAGINI HOLDINGS LIMITED (IN ADMINISTRATION)
as Assignor

STEPHEN CORK AND JOANNE MILNER
as Joint Administrator

WAVECONTROL SERVICES LIMITED
as Assignee

DEED OF ASSIGNMENT
in respect of Goodwill and Intellectual Property



Berwin Leighton Paisner LLP
Adelaide House London Bridge London EC4R 9HA
Tel: +44 (0)20 3400 1000 Fax: +44 (0)20 3400 1111

TRADEMARK
REEL: 005959 FRAME: 0431

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DATED 16 March 2015

PARTIES

- (1) **IMAGINI HOLDINGS LIMITED (IN ADMINISTRATION)**, a company (in administration) incorporated in England and Wales with company number 05730835 whose registered office is at 90 Fetter Lane, London EC4A 1EQ acting by its joint administrators **STEPHEN CORK** and **JOANNE MILNER** both licensed insolvency practitioners of Cork Gully LLP, 52 Brook Street, London W1K 5DS in their respective capacities as joint administrators (the "**Assignor**")
- (2) **STEPHEN CORK** and **JOANNE MILNER**, both licensed insolvency practitioners of Cork Gully LLP, 52 Brook Street, London W1K 5DS in their respective capacities as joint administrators of the Assignor (the "**Administrators**")
- (3) **WAVECONTROL SERVICES LIMITED**, a company incorporated in Cyprus with company no. HE 339937 whose registered office is at Ioanni Stylianou 6, 2nd Floor, Flat/Office 202, 2003 Nicosia, Cyprus (the "**Assignee**")

BACKGROUND

- (A) The Assignor is the owner of certain Intellectual Property used in connection with the business of Imagini Europe Limited (the "**Company**").
- (B) The Administrators were appointed as joint administrators of the Assignor by order of the Court dated 16 March 2015.
- (C) By an agreement (the "**Asset Purchase Agreement**") dated on or around the date of this Deed, and made between the Assignor, the Administrators and the Assignee, the Assignor (acting by the Administrators) agreed, amongst other things, to assign the Goodwill and the Intellectual Property to the Assignee.
- (D) The Administrators are parties to this Deed in their own right solely for the purpose of taking the benefit of the waivers and exclusions of liability in their favour set out in this Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Deed, terms defined in the Asset Purchase Agreement and used in this Deed shall have the same meaning as those defined in the Asset Purchase Agreement.

2 ASSIGNMENT

Subject to the terms and conditions of this Deed and in consideration of the sums set out in the Asset Purchase Agreement, the Assignor, acting by the Administrators, hereby assigns to the Assignee, such right, title and interest as the Assignor may have in:

- (a) the Goodwill; and
- (b) the Intellectual Property, including the trade marks and patents listed in the Schedule (*Registered Trade Marks and Patents*).

3 **FURTHER ASSURANCE**

For the avoidance of doubt, in this Deed, the provisions of clause 5 of the Asset Purchase Agreement shall apply to the extent that any further documents or action required pursuant to the terms of this Deed.

4 **ACKNOWLEDGMENT**

The Assignee undertakes not to use the Intellectual Property without first obtaining any necessary consents or licences, and shall fully indemnify the Assignor and the Administrators immediately upon written demand against all and any Claims or Losses arising by reason directly or indirectly of the transfer of the Intellectual Property to the Assignee or their purported sale under this Deed or the use of them by the Assignee or by any transferee or licensee from the Assignee arising after the date of this Deed.

5 **EXCLUSION OF WARRANTY**

5.1 The exclusions, limitations and indemnities set out in the Asset Purchase Agreement including but not limited to clauses 11, 12 and 14 shall apply to this Deed as if set out in full in this Deed.

5.2 Neither the Assignor nor the Administrators give any warranty (whether express or implied) with regard to the Intellectual Property or any part thereof that they will not infringe any third party intellectual property rights or any other rights. The Assignee hereby confirms that it has not relied upon any representation made by or on behalf of the Assignor and/or the Administrators or any member of its staff or firm as an inducement to enter into this Deed.

6 **EXCLUSIONS AND LIMITATIONS OF LIABILITY**

6.1 Save as provided in the Asset Purchase Agreement:

(a) the Administrators have entered into and signed this Deed acting as agents of the Assignor and neither the Administrators, their firm, partners, employees, advisers, representatives nor agents shall incur any personal liability under or in connection with this Deed or under any document executed pursuant to this Deed;

(b) the Administrators have joined in as parties to this Deed solely for the purpose of obtaining the benefit of the provisions of this Clause 6 (*Exclusions and limitations of liability*) and any other provisions of this Deed in their favour.

6.2 Nothing in this Deed restricts or affects the right of the Administrators to cease to act as administrators.

7 **RIGHTS OF THIRD PARTIES**

7.1 The parties do not intend any third party to have the right to enforce any provision of this Deed under the Contracts (Rights of Third Parties) Act 1999.

7.2 The parties may terminate or vary this Deed without the consent of any third party.



8 **COUNTERPARTS**

This Deed may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement. If this Deed is executed in counterpart, it shall not be effective unless each party has executed at least one counterpart.

9 **GOVERNING LAW AND JURISDICTION**

9.1 This Deed and any non-contractual obligations arising in connection with it (and, unless provided otherwise, any document entered into in connection with it) shall be governed by and construed in accordance with English law.

9.2 The English courts have exclusive jurisdiction to determine any dispute arising in connection with this Deed (and, unless provided otherwise, any document entered into in connection with it), including disputes relating to any non-contractual obligations.

Delivered as a deed on the date of this document.



**Schedule
Registered Trade Marks and Patents**

All Imagini Cases, including rough prediction of events and costs up to August 2015

Case Ref.	Title	Official No.	Country	Case Status	Owner	Event Description	Due Date	Cost Estimate (ex. VAT) Notes
P38310US	System and method for response clustering	7707171	United States of America	Granted	Imagini Holdings Limited			
P38311US-PCT	System and method for segmenting and tagging entities based on profile matching using a multi-media survey	8660141	United States of America	Granted	Imagini Holdings Limited			
P38315EP-PCT	Method and system for computerized searching and matching using emotional preference	20065315	European Patent Office	Pending	Imagini Holdings Limited	Renewal Fee	31/03/2015	£1,228.00
						Expected Office Action		£2,000.00

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P38315HK-PCT	Method and system for computerized searching and matching using emotional preference	1121254	Hong Kong	Pending	Imagini Holdings Limited			
P38315US	Method and system for computerized searching and matching multimedia objects using emotional preference	7610255	United States of America	Granted	Imagini Holdings Limited			
P38315US-D1	Method and system of filtering irrelevant items from search and match operations using emotional codes	8751430	United States of America	Granted	Imagini Holdings Limited			
P38315US-D2	Method and system for matching multimedia objects using emotional preference	W0203077-793c	Patent Cooperation Treaty	See National Phase	Imagini Holdings Limited			
P38316US-PCT	A method and system for providing customized content using emotional preference	20120130819	United States of America	Pending	Imagini Holdings Limited	Update IDS	27/09/2014	£400.00
P38316US-D1	A method and system for providing customized content using emotional preference					Expected Office Action		£4,000.00
P38316US-D2	A method and system for providing customized content using emotional preference							
P39723GB	Network method and apparatus	2510346	United Kingdom	Pending	Imagini Holdings Limited	Substantive Examination Due	06/02/2015	£300.00
P39723US	Network method and apparatus	13/89296	United States of America	Pending	Imagini Holdings Limited	File IDS	11/09/2014	£400.00
P39723WO	Network method and apparatus	PCT/GB2014/050220	Patent Cooperation Treaty	Pending	Imagini Holdings Limited	Entry into national phases	30/07/2015	*entirely depends on which countries £5000-£20000+
P41521GB	System for generating configuration information for a content delivery platform	1315784.3	United Kingdom	Pending	Imagini Holdings Limited	Optional external search	15/09/2014	*not including analysis of documents found £5000.00
						Foreign Filings Due	08/11/2014	£4,000.00 *assuming PCT filed only
						File Declaration of Inventor	08/03/2015	£200.00
Trade marks								
CT13291CTM	PROFESSOR WHY	12170131	Community	Closed	Imagini Europe Limited			
T12105CN-1	VisualDNA	5942803	China	Registered	Imagini Holdings Limited			
T12105CN-2	VisualDNA	5942802	China	Registered	Imagini Holdings Limited			

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T12105CN-3	VisualDNA	5942801	China	Registered	Imagini Holdings Limited			
T12105CN-4	VisualDNA	8221780	China	Registered	Imagini Holdings Limited			
T12105CN-5	VisualDNA	6274391	China	Registered	Imagini Holdings Limited			
T12105CTM	VisualDNA	8119988	Community	Registered	Imagini Holdings Limited			
T12105JP	VisualDNA	5241054	Japan	Registered	Imagini Holdings Limited			
T12105JP-1	VisualDNA	5239809	Japan	Registered	Imagini Holdings Limited			
T12105UK	VisualDNA	2436000	United Kingdom	Registered	Imagini Holdings Limited			
T12105UK-1	VISUALDNA	2450089	United Kingdom	Registered	Imagini Holdings Limited			
T12105US	VisualDNA	3944451	United States of America	Registered	Imagini Holdings Limited			
T12105US-1	VISUALDNA	4315183	United States of America	Registered	Imagini Holdings Limited			
T12106CN	IMAGINI	6274392	China	Registered	Imagini Holdings Limited			
T12106CTM	IMAGINI	8290231	Community	Registered	Imagini Holdings Limited			
T12106JP	Imagini	5241053	Japan	Registered	Imagini Holdings Limited			
T12106JP-1	IMAGINI	5239808	Japan	Registered	Imagini Holdings Limited			
T12106MDP	IMAGINI	1156443	Madrid Protocol	Registered	Imagini Holdings Limited			
T12106MDF-US	IMAGINI	79128665	United States of America	Provisional Refusal	Imagini Holdings Limited	Response to Office Action Due	13/08/2014	£600-£1,050
T12106UK	Imagini	2436064	United Kingdom	Registered	Imagini Holdings Limited	Expected publication/registration	2015	£500.00
T12106UK-1	IMAGINI	2450088	United Kingdom	Registered	Imagini Holdings Limited			
T12106US	IMAGINI	77033987	United States of America	Abandoned	Imagini Holdings Limited			
T12106US-1	IMAGINI	7726992	United States of America	Abandoned	Imagini Holdings Limited			
T12107CN-1	HEART WORLD in Chinese characters	6788347	China	Refused	Imagini Holdings Limited			
T12107CN-2	HEART WORLD in Chinese characters	6788348	China	Registered	Imagini Holdings Limited			
T12107CN-3	HEART WORLD in Chinese characters	6788349	China	Registered	Imagini Holdings Limited			
T12107CN-4	HEART WORLD in Chinese characters	6788350	China	Registered	Imagini Holdings Limited			

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T12108CN-1	VISUALDNA SHOPS	7603184	China	Registered	Imagini Holdings Limited			
T12108CN-2	VISUALDNA SHOPS	7603183	China	Registered	Imagini Holdings Limited			
T12108CN-3	VISUALDNA SHOPS	7603182	China	Registered	Imagini Holdings Limited			
T12108CN-4	VISUALDNA SHOPS	7603181	China	Registered	Imagini Holdings Limited			
T12108CN-5	VISUALDNA SHOPS	7603180	China	Registered	Imagini Holdings Limited			
T12108CN-6	VISUALDNA SHOPS	7385852	China	Registered	Imagini Holdings Limited			
T12108CN-7	VISUALDNA SHOPS	7385853	China	Registered	Imagini Holdings Limited			
T12108CN-8	VISUALDNA SHOPS	7385856	China	Registered	Imagini Holdings Limited			
T12108CTM	VisualDNA Shops	8219313	Community	Registered	Imagini Holdings Limited			
T12108US	VisualDNA Shops	7715467	United States of America	Registered	Imagini Holdings Limited			
T12114AU	YOUNIVERSE	1211509	Australia	Registered	Imagini Holdings Limited			
T12114CN-1	YOUNIVERSE	6432336	China	Registered	Imagini Holdings Limited			
T12114CN-2	YOUNIVERSE	6432335	China	Registered	Imagini Holdings Limited			
T12114CN-3	YOUNIVERSE	6432334	China	Registered	Imagini Holdings Limited			
T12114CN-4	YOUNIVERSE	6432333	China	Registered	Imagini Holdings Limited			
T12114CN-5	YOUNIVERSE	6432332	China	Registered	Imagini Holdings Limited			
T12114CTM	YOUNIVERSE	6459861	Community	Registered	Imagini Holdings Limited			
T12114US	YOUNIVERSE	4247761	United States of America	Registered	Imagini Holdings Limited			
T12969CTM	WHY	11890571	Community	Registered	Imagini Europe Limited			
T12969MDP	WHY	1180968	Madrid Protocol	Registered	Imagini Europe Limited			
T12969MDP-US	WHY	79138168	United States of America	Provisional Refusal	Imagini Europe Limited	Response to Office Action Due	16/12/2014	£550-£1,000
T12970CTM	WHYANALYTICS	11890531	Community	Registered	Imagini Europe Limited	Expected publication/registration	2015	£500.00
T12970MDP	WHYANALYTICS	1181023	Madrid Protocol	Registered	Imagini Europe Limited			
T12970MDP-US	WHYANALYTICS	79138190	United States of America	Provisional Refusal	Imagini Europe Limited	Response to Office Action Due	11/12/2014	£550-£1,000

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T12971CTM	Fan Device (right)	11891124	Community	Registered	Imagini Europe Limited	Expected publication/registration	2015	£500.00
T12971MDP	Fan Device (right)	1183123	Madrid Protocol	Registered	Imagini Europe Limited			
T12971MDP-US	Fan Device (right)	79/139030	United States of America	Provisional Refusal	Imagini Europe Limited	Response to Office Action D.us	17/12/2014	£550-£1,000
T12972CTM	Fan Device (left)	11891157	Community	Registered	Imagini Europe Limited	Expected publication/registration	2015	£500.00
T12972MDP	Fan Device (left)	1181167	Madrid Protocol	Registered	Imagini Europe Limited			
T12972MDP-US	Fan Device (left)	79/138230	United States of America	Provisional Refusal	Imagini Europe Limited	Response filed		
T12973CTM	Fan Device (complete)	11891181	Community	Registered	Imagini Europe Limited	Expected publication/registration	2015	£500.00
T12973MDP	Fan Device (complete)	1181425	Madrid Protocol	Registered	Imagini Europe Limited			
T12973MDP-US	Fan Device (complete)	79/138354	United States of America	Provisional Refusal	Imagini Europe Limited	Response filed		
						Expected publication/registration	2015	£500.00

Total Contingency

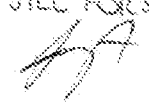
£23,000-40,000
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EXECUTION PAGE


Signed as a deed by **IMAGINI**)
HOLDINGS LIMITED (IN)
ADMINISTRATION) acting by **STEPHEN**)
CORK, one of its joint administrators as its)
agent and without personal liability)
pursuant to powers conferred under the)
Insolvency Act 1986 by order of the Court)
dated March 2015 in the presence of:)



Name of witness: JILL FORSYTH
Signature of witness: 
Address: 52 BROOK STREET
LONDON, W1K 5DS
Occupation: ACCOUNTANT

Signed as a deed by **STEPHEN CORK** for)
and on behalf of **THE ADMINISTRATORS**)
without personal liability and solely for the)
purpose of receiving the benefit of the)
provisions of this Deed in their favour in)
the presence of:)



Name of witness: JILL FORSYTH
Signature of witness: 
Address: 52 BROOK STREET
LONDON, W1K 5DS
Occupation: ACCOUNTANT

Signed as a deed by **WAVECONTROL**)
SERVICES LIMITED acting by a director)
in the presence of:

Name of witness:
Signature of witness:
Address:
Occupation:

EXECUTION PAGE

Signed as a deed by **IMAGINI**)
HOLDINGS LIMITED (IN)
ADMINISTRATION) acting by **STEPHEN**)
CORK, one of its joint administrators as its)
agent and without personal liability)
pursuant to powers conferred under the)
Insolvency Act 1986 by order of the Court)
dated March 2015 in the presence of:)

Name of witness:

Signature of witness:

Address:

Occupation:

Signed as a deed by **STEPHEN CORK** for)
and on behalf of **THE ADMINISTRATORS**)
without personal liability and solely for the)
purpose of receiving the benefit of the)
provisions of this Deed in their favour in)
the presence of:)

Name of witness:

Signature of witness:

Address:

Occupation:

Signed as a deed by **WAVECONTROL**)
SERVICES LIMITED acting by a director)
in the presence of:)

Name of witness: *Stylianos Haralambos*

Signature of witness: *[Handwritten Signature]*

Address: *9 Kafkara, Aplantzia, 2112 Nicosia, Cyprus*

Occupation: *Corporate Services Manager*