

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THX Ltd.		10/05/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Razer Tone, Inc.		
Street Address:	1225 Battery Street, Suite 100		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1419801	THX	
Registration Number:	2984866	THX	
Registration Number:	4268469	THX	
Registration Number:	3912356	THX	
Registration Number:	2984867	THX	
Registration Number:	4268470	THX	
Registration Number:	3912354	THX	
Registration Number:	1872866		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	achung@mofo.com		
Correspondent Name:	Morrison & Foerster LLP		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	02/17/2017		

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of October 5, 2016, by and between THX Ltd., a Delaware corporation ("Seller"), and Razer Tone, Inc., a Delaware corporation ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller, Buyer and Razer Inc., a Cayman Islands private exempt company, have entered into that certain Asset Purchase Agreement, dated as of October 5, 2016 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all right, title and interest in, to and under the Purchased Assets, including the Intellectual Property Assets and the Intellectual Property Registrations, free and clear of all Encumbrances other than Permitted Encumbrances, on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, in accordance with the terms of the Purchase Agreement, Seller and Buyer have agreed to enter into this Assignment to effect the sale, transfer, assignment, conveyance and delivery from Seller to Buyer of all right, title and interest in, to and under the Intellectual Property Assets, and the acceptance of such sale, transfer, assignment, conveyance and delivery by Buyer.

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment.

1.1. Seller hereby sells, transfers, assigns, conveys and delivers to Buyer, and its successors and assigns, and Buyer hereby accepts such sale, transfer, assignment, conveyance and delivery of, all right, title and interest in, to and under the Intellectual Property Assets, to have and hold forever, free and clear of all Encumbrances other than Permitted Encumbrances. This sale, transfer, assignment, conveyance and delivery includes all rights in and to any Intellectual Property Assets provided by international conventions and treaties or the laws of any jurisdiction, including the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Buyer, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Seller, had this sale, transfer, assignment, conveyance and delivery not been made.

1.2. Following the Closing, Seller shall, and shall cause its respective Affiliates to, from time to time, (i) execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments (including the assignments of Intellectual Property Registrations in the form attached hereto as

Exhibits C-1, C-2, and C-3 for recordation with the appropriate Governmental Authorities), and (ii) at Buyer's sole cost and expense, take such further actions, as may be necessary or appropriate to assure fully to Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Assignment, the Purchase Agreement and the other Transaction Documents and assist Buyer in connection with the prosecution, maintenance or enforcement of any Intellectual Property Assets as requested by Buyer. Following the Closing, Seller shall, and shall cause its respective Affiliates to execute all documents and take all actions as may be reasonably required to transfer and convey ownership of domain names included in the Purchased Assets to Buyer without undue delay and in any case within five (5) Business Days of Closing.

2. Effect of Assignment. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights, obligations, representations, warranties or agreements of the parties under the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

3. Interpretation.

3.1. The division of this Assignment into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Assignment.

3.2. All references in this Assignment to any "Section" are to the corresponding Section of this Assignment unless otherwise specified.

3.3. As used in this Assignment, the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

3.4. The parties hereto have participated jointly in the negotiation and drafting of this Assignment and, in the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

5. Entire Agreement; Amendments and Waivers. This Assignment (including the schedules and exhibits hereto), the Purchase Agreement, and the other Transaction Documents represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. This Assignment may be amended or modified only by a written amendment executed by Seller and Buyer.

6. Notices. Any notice required in connection with this Assignment shall be given in accordance with the terms of Section 10.2 of the Purchase Agreement.

7. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and permitted assigns.

8. Severability. If one or more provisions of this Assignment are held to be unenforceable under applicable law, such provision shall be excluded from this Assignment and the balance of the Assignment shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

9. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one (1) and the same agreement. The exchange of a fully executed Assignment (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Assignment.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

SELLER:

THX, LTD.

By: _____
Name: Ty  _____
Title: Chief Executive Officer

DocuSigned by:
BD090D3BCCFB41F...

BUYER:

RAZER TONE, INC.

By: _____
Name: Edwin Chan
Title: Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

SELLER:

THX LTD.

By: _____
Name:
Title:

BUYER:

RAZER TONE, INC.

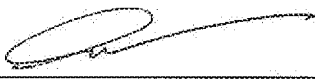
By:  _____
Name: Edwin Chan
Title: Treasurer

EXHIBIT C-2

TRADEMARK ASSIGNMENT

WHEREAS, THX Ltd., a Delaware corporation ("Seller"), Razer Tone, Inc., a Delaware corporation ("Buyer"), and Razer Inc., a Cayman Islands private exempt company, have entered into that certain Asset Purchase Agreement, dated as of October __, 2016 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all right, title and interest in, to and under the trademark registrations and applications listed and described on Schedule C-2 attached hereto (the "Trademarks"); and

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller makes the following assignment and agrees as follows:

1. Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer, throughout the world and in perpetuity, the entire right, title and interest in and to the Trademarks and the registrations and applications for registration, together with the goodwill of the business symbolized by and appurtenant to the Trademarks and applications or registrations thereof, including without limitation the right to sue for and recover damages for any past, present or future infringement of the Trademarks.
2. Seller covenants that it is the sole owner and assignee and holder of record title to the above-identified Trademarks and any trademark registrations that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.
3. Seller warrants unto Buyer and further agrees that Seller will, without demanding any further consideration therefor, at the reasonable request, but at the charge of Buyer, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, maintaining and perfecting Buyer's rights to the Trademarks.
4. Seller hereby constitutes and appoints Buyer as Seller's true and lawful attorney in fact, with full power of substitution in Seller's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment is executed at San Francisco, California as of this 1st day of November.

SELLER:

THX LTD.

By: _____
Name:
Title:

BUYER:

RAZER TONE, INC.

By: [Signature]
Name: Ty Ahmad-Taylor
Title: Chief Executive Officer

ACKNOWLEDGMENT

State of _____)
County of _____) ss:
On this _____ day of _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____

My Commission Expires on _____

See Attached CA Notarial Wording
Notary Public Kyle Devin Eisenberg
Commission # 2087666

KYLE DEVIN EISENBERG
COMM # 2087666
SAN FRANCISCO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
MAY 10, 2013

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of SAN FRANCISCO) ss.
On 11/01/2011 before me, KYLE DEVIN EISENBERG Notary Public,
personally appeared TY AHMAD-TAYLOR
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) here subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. [Signature]

TRADEMARK
REEL: 005992 FRAME: 0129

IN WITNESS WHEREOF, this Trademark Assignment is executed at San Francisco, California as of this 3rd day of November.

SELLER:

THX LTD.

By: [Signature]
Name: Aaron Endo
Title: Chief Financial Officer

BUYER:

RAZER TONE, INC.

By: _____
Name: Ty Ahmad-Taylor
Title: Chief Executive Officer

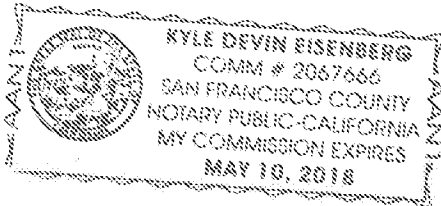
ACKNOWLEDGMENT

State of _____)
County of _____) ss:
On this _____ day of _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Kyle Devin Eisenberg
Commission # 2067666

My Commission Expires on _____



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of SAN FRANCISCO ss.
On 11/3/18 before me, Kyle Devin Eisenberg, Notary Public,
personally appeared Aaron Endo

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[Signature]
TRADEMARK
REEL: 005992 FRAME: 0130

SCHEDULE C-2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark/Serial Number/Registration Number/Listed Owner	Country	Class/Goods and Services	Status
THX Serial No: 73/554,365 Reg. No: 1,419,801 THX, Ltd.	United States of America	Class 09: Theater loudspeaker systems Class 41: Consulting services in the field of theater loudspeaker systems	Registered App Date: 08/20/1985 Reg Date: 12/09/1986 Renewal Due: 12/09/2016
THX Serial No: 76/977,237 Reg. No: 2,984,866 THX, Ltd.	United States of America	Class 09: Home loudspeaker systems comprising main loudspeakers, surround loudspeakers, center loudspeakers, subwoofers, sound amplifiers and crossovers; televisions; sound amplifiers; receivers; stereo speakers; DVD players; CD players; audio and video interconnects; speaker cables; equalizers; projection screens; video scalars; theater projection equipment, namely film projectors and digital projectors; automobile stereos; computer software and hardware for audio and audiovisual recording, display, and playback; video game discs; and DVDs featuring audiovisual works Class 41: Educational services, namely providing training in the field of home theater sales and installation Class 42: Testing of the goods and services of others for the purposes of certification in the fields of theater loudspeaker systems; home loudspeaker systems; electronic equipment for audio and audiovisual recording, display, and playback; computer software and hardware for audio and audiovisual recording, display, and playback; videogames and DVDs; and consultation services therefore	Registered App Date: 08/20/1985 Reg Date: 08/16/2005 Renewal Due: 08/16/2025
THX Serial No: 77/560,330 Reg. No: 4,268,469 THX, Ltd.	United States of America	Class 09: Video displays, namely, high-definition DVD player displays, namely, flat panel, plasma, LCD and LED displays, external displays for use with game consoles, namely, flat panel, plasma, LCD and LED displays	Registered App Date: 09/02/2008 Reg Date: 01/01/2013 Section 8 & 15 Due: 01/01/2019
THX Serial No: 77/980,943 Reg. No: 3,912,356 THX, Ltd.	United States of America	Class 09: Headphones; set top boxes; video displays, namely flat panel display screens; stereoscopic 3D displays, namely, flat panel, plasma, LCD and LED displays; projectors, namely, LCD projectors, movie projectors, L-COS projectors, digital video projectors	Registered App Date: 09/02/2008 Reg Date: 01/25/2011

Mark/Serial Number/Registration Number/Listed Owner	Country	Class/Goods and Services	Status
[REDACTED]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[Redacted Content]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[REDACTED]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[Redacted Content]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[REDACTED]			

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[REDACTED]			

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[Redacted Content]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[REDACTED]			

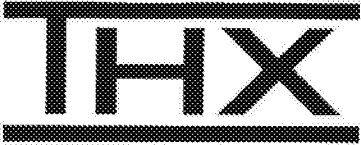
<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[REDACTED]			


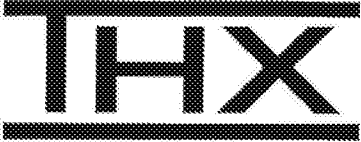
Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[Redacted Content]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[REDACTED]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[REDACTED]			

Mark/Serial Number/Registration Number/Listed Owner	Country	Class/Goods and Services	Status
[Redacted Content]			

Mark/Serial Number/Registration Number/Listed Owner	Country	Class/Goods and Services	Status
<p>THX LOGO Serial No: 76/977,242 Reg. No: 2,984,867</p> <p>THX, Ltd.</p> 	<p>United States of America</p>	<p>Class 09: Theater loudspeaker systems comprising main loudspeakers, surround loudspeakers, center loudspeakers, subwoofers, sound amplifiers and crossovers; home loudspeaker systems comprising main loudspeakers, surround loudspeakers, center loudspeakers, subwoofers, sound amplifiers and crossovers; televisions; sound amplifiers; receivers; stereo speakers; DVD players; CD players; audio and video interconnects; speaker cables; equalizers; projection screens; network controllers; theater projection equipment, namely film projectors and digital projectors; automobile stereos; computer software and hardware for audio and audiovisual recording, display, and playback; video game discs; DVDs featuring audiovisual works</p> <p>Class 41: Educational services, namely, providing training in the field of home theater sales and installation</p> <p>Class 42: Testing of the goods and services of others for the purposes of certification in the fields of theater loudspeaker systems; home loudspeaker systems, electronic equipment for audio and audiovisual recording, display, and playback, computer software and hardware for audio and audiovisual recording, display, and playback, videogames and DVDs, and consultation services therefore</p>	<p>Registered App Date: 10/31/2003 Reg Date: 08/16/2005 Renewal Due: 08/16/2025</p>
<p>THX LOGO</p>	<p>United</p>	<p>Class 09:</p>	<p>Registered</p>

Mark/Serial Number/Registration Number/Registered Owner	Country	Class/Goods and Services	Status
Serial No: 77/560,346 Reg. No: 4,268,470 THX, Ltd. 	States of America	Video displays, namely, high-definition DVD player displays, namely, flat panel, plasma, LCD and LED displays, external displays for use with game consoles, namely, flat panel, plasma, LCD and LED displays	App Date: 09/02/2008 Reg Date: 01/01/2013 Section 8 & 15 Due: 01/01/2019
THX LOGO Serial No: 77/980,933 Reg. No: 3,912,354 THX, Ltd. 	United States of America	Class 09: Headphones; set top boxes; video displays, namely flat panel display screens; stereoscopic 3D displays, namely, flat panel, plasma, LCD and LED displays; projectors, namely, LCD projectors, movie projectors, L-COS projectors, digital video projectors	Registered App Date: 09/02/2008 Reg Date: 01/25/2011 Section 8 & 15 Due: 01/25/2017

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[Redacted Content]			

Mark/Serial Number/Registration	Country	Class/Goods and Services	Status
[Redacted content]			

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[REDACTED]			

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[REDACTED]			

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[REDACTED]			

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[REDACTED]			

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[REDACTED]			

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[REDACTED]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
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[REDACTED]			
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Mark/Serial Number/Registration Number/Registered Owner	Country	Class/Goods and Services	Status
[REDACTED]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[REDACTED]			

Mark/Serial Number/Registration Number/Listed Owner	Country	Class/Goods and Services	Status
[Redacted]			
THX (DEEP NOTE) Serial No: 74/309,951 Reg. No: 1,872,866 THX, Ltd.	United States of America	Class 41: Entertainment services; namely, motion picture exhibition services	Registered App Date: 09/02/1992 Reg Date: 01/10/1995 Renewal Due: 01/10/2025
[Redacted]			

Mark/Serial Number/Registration Number/Listed Owner	Country	Class/Goods and Services	Status
[REDACTED]			

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[REDACTED]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[Redacted Content]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[Redacted Content]			

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[REDACTED]			

Mark/Serial Number/Registration Number/Listed Owner	Country	Class/Goods and Services	Status
[Redacted content]			

Mark/Serial Number/Registration Number/ Listed Owner	Country	Class/Goods and Services	Status
[Redacted Content]			

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
[Redacted content]			

EXHIBIT C-3

COPYRIGHT ASSIGNMENT

WHEREAS, THX Ltd., a Delaware corporation ("Seller"), Razer Tone, Inc., a Delaware corporation ("Buyer"), and Razer Inc., a Cayman Islands private exempt company, have entered into that certain Asset Purchase Agreement, dated as of October __, 2016 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all right, title and interest, including without limitation copyright, in and to the works of authorship listed and described on Schedule C-3 attached hereto (the "Works"); and

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller makes the following assignment and agrees as follows:

1. Seller does hereby sell, assign, convey and transfer unto Buyer, its successors and assigns, the entire right, title and interest, anywhere in the universe, in and to the Works, and to any works from which the Works are derived (including, without limitation, in and to all copyrights and works protectable by copyright, whether now owned or hereafter created or acquired, under the United States Copyright Act of 1976 or under any other copyright law or similar law, statutory or common law, now or hereafter in force and effect in the United States or any other countries or pursuant to any treaties, covenants, or proclamations, with respect to the Works), and including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the Works, to have and to hold the same, unto Buyer, its successors, assigns and nominees, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the as the same would have been held by Seller had this assignment and transfer not been made.
2. Seller agrees that Buyer shall have the rights to register its claim(s) of copyright in the Works, in its name, in the Copyright Offices of the United States and any and all other countries of the world.
3. Seller covenants that it is the sole owner of the Works and all copyrights therein and that it has full power to make the present assignment.
4. Seller warrants unto Buyer and further agrees that Seller will, without demanding any further consideration therefor, at the reasonable request, but at the charge of Buyer, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, maintaining and perfecting Buyer's rights to the Works.
5. Seller hereby constitutes and appoints Buyer as Seller's true and lawful attorney in fact, with full power of substitution in Seller's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any

claim or right of any kind with respect thereto. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable

[Signature Page Follows]

IN WITNESS WHEREOF, this Copyright Assignment is executed at San Francisco, California as of this 3rd day of November.

SELLER:

THX LTD.

By: [Signature]
Name: Aaron Endo
Title: Chief Financial Officer

BUYER:

RAZER TONE, INC.

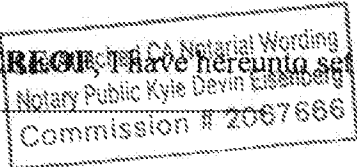
By: _____
Name: Ty Ahmad-Taylor
Title: Chief Executive Officer

ACKNOWLEDGMENT

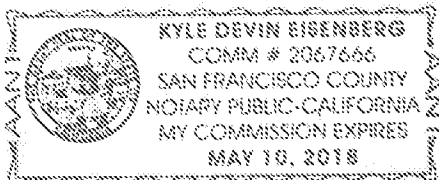
State of _____)
County of _____) ss:
On this _____ day of _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public



My Commission Expires on _____



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of SAN FRANCISCO ss.
On 11/3/16 before me, Kyle Devin Eisenberg, Notary Public,
personally appeared Aaron Endo
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[Signature]

SCHEDULE C-3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Jurisdiction	Copyright Registration No.	Title of copyrighted work
US	PA0000427761	Cimarron
US	PA0000488731	THX trailer no. 3; Cimarron
US	PAu001541241	Home THX audio system demonstration laser disc
US	PA0001006427	THX Lucasfilm Ltd-Broadway 2000
US	PA0000418815	THX trailer, no. 3; Cimarron
US	PA0001061775	THX Lucasfilm,Ltd. -- Cavalcade THX trailer
US	PAu001571225	WOW, the home THX audio system; mode selections, soundtrack, alignment test signals.