

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418571

| | | | |
|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DISRUPTIVE HONG KONG LIMITED | | 05/08/2015 | Limited Company: HONG KONG |
| RECEIVING PARTY DATA | | | |
| Name: | GEAR4 HK LIMITED | | |
| Street Address: | 15 Queen's Road Central | | |
| Internal Address: | 44th Floor, Edinburgh Tower, The Landmark | | |
| City: | Hong Kong | | |
| State/Country: | HONG KONG | | |
| Entity Type: | Limited Company: HONG KONG | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3421496 | GEAR4 | |
| Registration Number: | 4339138 | GEAR4 SMARTLINK | |
| Registration Number: | 3953814 | STREETPARTY | |
| Registration Number: | 4095246 | EXPLORER | |
| Registration Number: | 3940170 | HOUSEPARTY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9782460256 | | |
| <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: | 9782630400 | | |
| Email: | info@clocktowerlaw.com | | |
| Correspondent Name: | CLOCKTOWER LAW | | |
| Address Line 1: | 537 Massachusetts Ave., Suite 301 | | |
| Address Line 4: | Acton, MASSACHUSETTS 01720 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Erik J Heels | | |
| Address Line 1: | 537 Massachusetts Ave., Suite 301 | | |
| Address Line 2: | Clocktower Law | | |

OP \$140.00 3421496

| | |
|--|--------------------|
| Address Line 4: Acton, MASSACHUSETTS 01720 | |
| NAME OF SUBMITTER: | Michael A. Bartley |
| SIGNATURE: | /michaelbartley/ |
| DATE SIGNED: | 03/07/2017 |
| Total Attachments: 11 source=2015-05-08-assignment#page1.tif source=2015-05-08-assignment#page2.tif source=2015-05-08-assignment#page3.tif source=2015-05-08-assignment#page4.tif source=2015-05-08-assignment#page5.tif source=2015-05-08-assignment#page6.tif source=2015-05-08-assignment#page7.tif source=2015-05-08-assignment#page8.tif source=2015-05-08-assignment#page9.tif source=2015-05-08-assignment#page10.tif source=2015-05-08-assignment#page11.tif | |

THIS DEED is made on

8 May

2015

BETWEEN:

- (1) **DISRUPTIVE HONG KONG LIMITED**, a company incorporated in Hong Kong with company number 1175855 whose registered office is at Success Comm Bldg 6B, 251 Hennessy Road, Hong Kong ("DHLK"); and
- (2) **GEAR4 HK LIMITED**, a company incorporated in Hong Kong whose registered office is at 44th Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong ("Gear4").

WHEREAS:

- (A) DHLK has agreed to sell and Gear4 has agreed to purchase the Business as a going concern pursuant to an asset purchase agreement between the parties of even date (the "Asset Purchase Agreement").
- (B) Pursuant to the Asset Purchase Agreement DHLK has agreed to assign to Gear4 the Business IP.
- (B) DHLK is the wholly owned subsidiary of Gear4.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Deed, unless the context otherwise requires:

"Business" means the business relating to Gear4 brand plus all product sub-brands which fall under Gear4 brand, as carried on by DHLK at the Transfer Date and for the avoidance of doubt excludes the business of DHLK relating to the NudeAudio brand and product sub-brands under the NudeAudio Brand;

"Business Day" means a day which is not a Saturday, Sunday or public holiday in England;

"Business IP" means all IP Rights owned by DHLK in relation to or which are used or intended for use exclusively in, or in connection with, the Business including but not limited to the registered IP in Part 1 of the Schedule and the unregistered IP in Part 2 of the Schedule 2;

"Completion" means completion of the sale and purchase of the Business and the Assets in accordance with the Asset Purchase Agreement;

"Domain Name" means www.gear4.com;

"Goodwill" means all the goodwill of DHKL in relation to the Business as at the Transfer Date together with the exclusive right (so far as DHKL can grant the same) for Gear4 to trade under the name "Gear4" and all other trade names used by or in the Business and to represent itself as carrying on the Business in succession to DHKL, and together with the right to sue for passing off or unfair competition;

"IP Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world; and

"Transfer Date" means the date on which Completion takes place.

1.2 In this Deed, unless the context otherwise requires:

- (a) references to Clauses and the Schedule are to clauses of, and the schedule to, this Deed;
- (b) words in the singular include the plural and vice versa and references to one gender include all genders;
- (c) references to a "company" include a company, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a "person" include a natural person, partnership, firm, company, unincorporated association, government or government body, state or agency of a state, local or municipal authority, joint venture or association (in each case, whether or not having separate legal personality);
- (e) the expressions "holding company" and "subsidiary" have the meanings given in the Companies Act 2006;
- (f) words which follow the terms "include(s)", "including" or "in particular" or any similar term shall be construed as illustrative and shall not limit the sense or application of the words which precede those terms;

- (g) references to "in writing" or "written" include any mode of reproducing words in a legible and non-transitory form (including electronic mail); and
- (h) references to a statute or statutory provision include that statute or statutory provision as modified, re-enacted or consolidated from time to time.

1.3 The Schedule forms part of this Deed and have the same force and effect as if set out in the body of this Deed and any reference to this Deed includes the Schedule.

1.4 Clause headings shall be ignored in interpreting this Deed.

2. ASSIGNMENT

In consideration of the sums set out in clause 3 of the Asset Purchase Agreement DHKL hereby assigns, effective as of the date hereof, to Gear4 absolutely with full title guarantee all its right, title and interest in and to the Business IP, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Business IP;
- (b) the Goodwill; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Business IP whether occurring before, on, or after the date of this Deed.

3. FURTHER ASSURANCE

3.1 DHKL shall, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which Gear4 requests, to vest in Gear4 the full benefit of the right, title and interest assigned to Gear4 under this Deed, including:

- (a) (at DHKL's cost) registration of Gear4 as applicant or (as applicable) proprietor of the Business IP; and
- (b) subject to sub-paragraph (a) above, (at Gear4's cost) assisting Gear4 in obtaining, defending and enforcing the Business IP, and assisting with any other proceedings which may be brought by or against Gear4 against or by any third party relating to the Business IP.

- 3.2 DHKL irrevocably appoints Gear4 to be its attorney in its name and on its behalf to execute documents, use DHKL's name and do all things which are necessary or desirable for Gear4 to obtain for itself or its nominee the full benefit of this Clause 3. A certificate in writing signed by any director or the secretary of Gear4 or by any person appointed in accordance with Clause 3.4(c) that any instrument or act falls within the authority conferred by this Deed shall be conclusive evidence that such is the case so far as any third party is concerned.
- 3.3 This power of attorney is irrevocable as long as any of DHKL's obligations under this Deed remain undischarged.
- 3.4 Without prejudice to Clause 3.2, the attorney may, in any way it thinks fit and in the name and on behalf of DHKL:
- (a) take any action that this Deed requires DHKL to take;
 - (b) exercise any rights which this Deed gives to DHKL; and
 - (c) appoint and remove one or more substitute attorneys with full power as DHKL's attorney on terms that the attorney thinks fit
- 3.5 DHKL must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this Clause 3.

4. ASSIGNMENT OF THIS DEED

Neither party may assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Deed or any of its rights or benefits arising under or out of this Deed without the prior written consent of the other party.

5. ENTIRE AGREEMENT

- 5.1 This Deed contains the whole and only Deed between the parties relating to the matters dealt with in this Deed and supersedes any previous Deed (whether written or oral) between the parties relating to the matters dealt with in this Deed.
- 5.2 Each party agrees and acknowledges that, in entering into this Deed, it is not relying on any representation, warranty or undertaking (whether or not in writing) made or given by any person (whether a party to this Deed or not) which is not expressly set out in this Deed.
- 5.3 So far as permitted by law and except in the case of fraud, each party agrees and acknowledges that its only right and remedy in respect of any representation,

warranty or undertaking made or given in connection with this Deed shall be for breach of contract to the exclusion of all other rights and remedies (including those in tort or arising under statute).

5.4 In this Clause 4, references to "this Deed" include all documents entered into pursuant to this Deed.

6. VARIATION AND WAIVER

6.1 No variation of this Deed shall be effective unless it is in writing and signed by or on behalf of each party.

6.2 No failure by a party to exercise, or delay by it in exercising, any right, power or remedy provided under this Deed or by law shall affect that right, power or remedy or operate as a waiver of it.

6.3 The single or partial exercise of any right, power or remedy provided under this Deed or by law shall not preclude any other or further exercise of that right, power or remedy or the exercise of any other right, power or remedy.

7. INVALIDITY

7.1 If any provision (or any part of any provision) of this Deed shall be held to be illegal, invalid or unenforceable, then that provision (or part) shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Deed and the legality, validity and enforceability of the remainder of this Deed shall not be affected.

8. NOTICES

8.1 Any notice or other communication given under or in connection with this Deed (a "Notice") must be:

- (a) in writing; and
- (b) delivered by hand or courier or pre-paid first class post.

8.2 A Notice must be delivered or sent to the address of the relevant party set out below (or to such other address as the relevant party may notify to the other party from time to time):

- (a) in the case of DHKL:

Address: Success Comm Bldg 6B, 251 Hennessy Road, Hong Kong

Attention: Tom Dudderidge

(b) in the case of Gear4:

Address: Gear4's registered office

Attention: Tom Dudderidge

8.3. A Notice shall be deemed to have been received:

- (a) if delivered by hand or courier, at the time of delivery;
- (b) if sent by pre-paid first class post, on the second Business Day after the date of posting,

provided that, if deemed receipt occurs before 9.00 a.m. on a Business Day, the Notice shall be deemed to have been received at 9.00 a.m. on that day and, if deemed receipt occurs after 5.00 p.m. on a Business Day or on a day that is not a Business Day, the Notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

9. THIRD PARTY RIGHTS

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Deed.

10. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Deed but all the counterparts shall together constitute one and the same instrument.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by and construed in accordance with English law.
- 11.2 Each party agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (including any dispute relating to any non-contractual obligations arising out of or in connection with this Deed) and that accordingly any proceedings arising out of or in connection with this Deed shall be brought in the courts of England.

IN WITNESS whereof this document has been executed as a deed and is delivered and takes effect on the date first above written.

SCHEDULE

Business IP Rights

Part 1: Trade Marks

| Case No. | Registered Proprietor | Status | Filing Date | Filing Number | Grant Date | Grant Number | TM | Renewal Due | Expiry |
|---|-----------------------|---------------|-------------|---------------|------------|--------------|-------------|-------------|------------|
| LIVE GRANTED AND PENDING CASES IN BOTH UNITED AND HONG KONG LIMITED | | | | | | | | | |
| D02 /019 US | DHKL | Registered | 17.05.2010 | 85040115 | 07.02.2012 | 4 086 248 | GEAR4 | 07.02.2022 | 07.02.2022 |
| D02 /030 CA | DHKL | Registered | 12.05.2010 | 1 480 888 | 10.07.2013 | 1M4854679 | HOUSEPARTY | 10.07.2028 | 10.07.2028 |
| D05 /020 CT | DHKL | Registered | 09.09.2008 | 59887202 | 22.12.2008 | 008887202 | HOUSEPARTY | 09.09.2018 | 09.09.2018 |
| D05 /020 GB | DHKL | Registered | 04.08.2005 | 23888555 | 31.03.2006 | 23888558 | HOUSEPARTY | 04.08.2015 | 04.08.2015 |
| D02 /030 US | DHKL | Registered | 17.05.2010 | 85040135 | 08.04.2011 | 3 940 170 | HOUSEPARTY | 08.04.2021 | 08.04.2021 |
| D05 /022 CA | DHKL | Registered | 12.05.2010 | 1480803 | 13.10.2012 | 1M4854 287 | STREETPARTY | 12.10.2027 | 12.10.2027 |
| D05 /022 CT | DHKL | Registered | 13.08.2008 | 097020839 | 08.04.2009 | 097020839 | STREETPARTY | 13.08.2018 | 13.08.2018 |
| D05 /025 US | DHKL | Registered | 17.05.2010 | 3 282 814 | 03.06.2011 | 3 552 814 | STREETPARTY | 03.06.2021 | 03.06.2021 |
| D05 /025 WO1 | DHKL | Registered | 18.07.2007 | 927889 | 23.02.2007 | 927 839 | GEAR4 | 23.02.2017 | 23.02.2017 |
| D05 /025 WO1(CN) | DHKL | Renewal: 2017 | | 927889 | 28.02.2007 | 927889 | GEAR4 | 23.02.2017 | 28.02.2017 |
| D05 /025 WO2 | DHKL | Renewal: 2017 | 14.03.2007 | 939687 | 24.05.2007 | 939 687 | GEAR4 | 24.05.2017 | 24.05.2017 |
| D05 /025 WO2(AU) | DHKL | Renewal: 2017 | 15.03.2011 | 939687 | 24.05.2007 | 939 687 | GEAR4 | Via WIPO | 24.05.2017 |
| D05 /025 WO2(BR) | DHKL | Renewal: 2017 | 15.03.2011 | 939687 | 24.05.2007 | 939 687 | GEAR4 | Via WIPO | 24.05.2017 |
| D05 /025 WO2(JP) | DHKL | Renewal: 2017 | 15.03.2011 | 939687 | 24.01.2015 | 939687 | GEAR4 | Via WIPO | 24.05.2017 |
| D05 /025 WO2(SG) | DHKL | Renewal: 2017 | 15.03.2011 | 939687 | 27.09.2012 | 11109884D | GEAR4 | Via WIPO | 24.05.2017 |
| D05 /025 WO2(TR) | DHKL | Renewal: 2017 | 19.09.2011 | 939687 | 27.09.2012 | | GEAR4 | Via WIPO | 24.05.2017 |
| D05 /025 WO3 | DHKL | Renewal: 2018 | 07.08.2008 | 1604052 | 24.11.2008 | 1594087 | GEAR4 | 24.11.2018 | 24.11.2018 |
| D05 /025 WO3(RU) | DHKL | Renewal: 2018 | 07.08.2008 | 1604057 | 03.05.2017 | 1594087 | GEAR4 | 24.11.2018 | 24.11.2018 |
| D05 /025 WO4 | DHKL | Renewal: 2019 | 27.12.2010 | 1911889 | 18.04.2011 | 1011880 | GEAR4 | 11.08.2018 | 11.08.2018 |
| D05 /025 WO4(KR) | DHKL | Renewal: 2020 | 27.12.2010 | 1911889 | 18.04.2011 | 1011880 | GEAR4 | 18.04.2021 | 18.04.2021 |
| D05 /025 WO5 | DHKL | Renewal: 2020 | 16.12.2010 | 1057485 | 11.08.2011 | 1937408 | GEAR4 | 01.09.2020 | 01.09.2020 |

| | | | | | | | | | | | |
|-----------------------|-------|----------|--------------------|---------------|------------|-----------|------------|------------|---|------------|------------|
| D06 | /0228 | WVSECCH | DHKL | Renewal: 2020 | 18.12.2010 | 1037408 | 12.01.2012 | 1037408 | GEAR4 | 01.08.2020 | 01.08.2020 |
| D06 | /0225 | WV03(WO) | DHKL | Renewal: 2020 | 18.12.2010 | 1037408 | 11.08.2011 | 1037408 | GEAR4 | 01.08.2020 | 01.08.2020 |
| D06 | /0225 | CA | DHKL | Registered | 18.03.2010 | 1473288 | 18.10.2012 | TMARCA 809 | GEAR4 | 18.10.2017 | 18.10.2017 |
| D06 | /0225 | CT | DHKL | Registered | 01.02.2008 | 004882312 | 02.12.2007 | 004882312 | GEAR4 | 28.02.2016 | 28.02.2016 |
| D02 | /0225 | HK | Derivative Limited | Registered | 03.09.2010 | 381709887 | 09.08.2010 | 381709887 | GEAR4 | 02.09.2020 | 02.09.2020 |
| D02 | /0225 | IN | Derivative Limited | Pending | | 01718007 | | | GEAR4 | | |
| D02 | /0225 | US | DHKL | Registered | 20.02.2007 | 77111980 | 08.03.2008 | 3421498 | GEAR4 | 08.08.2018 | 08.08.2018 |
| D06 | /022 | CT | DHKL | Registered | 24.05.2007 | 005807821 | 19.08.2008 | 005807821 | FREE YOUR TUNES (GEAR 4 (device)) | 24.06.2017 | 24.06.2017 |
| D06 | /022 | GB | DHKL | Registered | 04.08.2005 | 2388888 | 18.08.2008 | 2388888 | WoodTour | 04.08.2015 | 04.08.2015 |
| D02 | /022 | US | DHKL | Registered | 23.11.2010 | 35183337 | 21.06.2013 | 4338138 | GEAR4 SMARTLINK | 21.05.2023 | 21.05.2023 |
| CASES MARKED INACTIVE | | | | | | | | | | | |
| D06 | /021 | GB | DHKL | Registered | 17.08.2007 | 4024607 | 07.08.2007 | 4024607 | Bus Docking Station (design registration) | 17.08.2017 | 17.08.2022 |
| D06 | /018 | CT | DHKL | Registered | 19.12.2007 | 008528854 | 24.11.2008 | 008528854 | DUO | 31.12.2017 | 19.12.2017 |
| D06 | /021 | CT | DHKL | Registered | 11.06.2008 | 00858188 | 13.13.2009 | 00858188 | SMARTDOCK | 11.08.2018 | 11.08.2018 |
| D06 | /023 | CT | DHKL | Registered | 10.02.2010 | 008872874 | 28.08.2010 | 008872874 | Unyremote | 10.02.2020 | 10.02.2020 |
| D06 | /024 | CT | DHKL | Registered | 02.07.2013 | 006240326 | 18.03.2013 | 006240326 | POCKETLOCKS | 31.07.2020 | 31.07.2020 |
| D06 | /028 | CT | DHKL | Registered | 08.02.2005 | 008534324 | 03.12.2010 | 008534324 | AsCore | 08.02.2018 | 28.02.2018 |
| D06 | /027 | GB | DHKL | Registered | 04.08.2005 | 23888851 | 01.08.2008 | 23888851 | Autobuddy | 04.08.2015 | 04.08.2015 |
| D06 | /028 | CT | DHKL | Registered | 31.08.2010 | 008245174 | 10.02.2011 | 008245174 | BLACKBOX | 31.08.2020 | 31.08.2020 |
| D06 | /029 | CT | DHKL | Registered | 27.05.2007 | 005807912 | 08.08.2009 | 005807912 | BLACKBOX, Blackbox, Black Box, Black-Box | 31.05.2017 | 31.05.2017 |
| D06 | /036 | CT | DHKL | Registered | 29.03.2007 | 005807804 | 28.02.2008 | 005807804 | BLUPhonos | 22.03.2017 | 20.03.2017 |
| D06 | /031 | CT | DHKL | Registered | 04.05.2007 | 006807808 | 04.06.2009 | 006807808 | CarDock | 04.05.2017 | 04.05.2017 |
| D06 | /033 | CT | DHKL | Registered | 01.02.2008 | 006534182 | 22.12.2008 | 006534182 | HeadClear | 01.02.2018 | 01.02.2018 |
| D06 | /034 | GB | DHKL | Registered | 04.08.2005 | 2388884 | 10.02.2008 | 2388884 | JumpBus | 04.08.2015 | 04.08.2015 |
| D06 | /035 | CT | DHKL | Registered | 12.10.2008 | 008808846 | 28.04.2010 | 008808846 | PowerPass | 12.10.2018 | 12.10.2018 |
| D06 | /038 | GB | DHKL | Registered | 30.12.2007 | 2839812 | 03.08.2010 | 2839812 | RoadTour | 30.12.2017 | 20.12.2017 |

SIGNED AS A DEED on behalf of **DISRUPTIVE HONG KONG LIMITED**, a company incorporated in Hong Kong, by James Lawrence M. Lee being a person who, in accordance with the laws of that territory, is acting under the authority of the company

Sign here



Authorized signatory

SIGNED AS A DEED on behalf of **GEAR4 HK LIMITED**, a company incorporated in Hong Kong, by _____ being a person who, in accordance with the laws of that territory, is acting under the authority of the company

Sign here

Authorized signatory

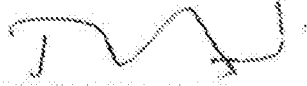
SIGNED AS A DEED on behalf of DISRUPTIVE HONG KONG LIMITED, a company incorporated in Hong Kong, by _____ being a person who, in accordance with the laws of that territory, is acting under the authority of the company

Sign here

Authorised signatory

SIGNED AS A DEED on behalf of GEAR4 HK LIMITED, a company incorporated in Hong Kong, by TOM QUAYEDOG being a person who, in accordance with the laws of that territory, is acting under the authority of the company

Sign here



Authorised signatory