

TRADEMARK ASSIGNMENT COVER SHEET

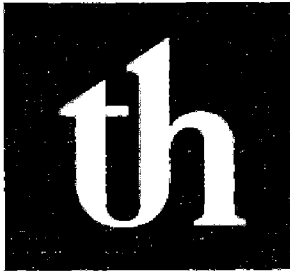
Electronic Version v1.1
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ETAS ID: TM456781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imagination Technologies Limited		09/30/2016	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Pure Radio Limited		
Street Address:	Concept House, Home Park Estate		
City:	Kings Langley		
State/Country:	UNITED KINGDOM		
Postal Code:	WD4 8LZ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4597379	EVOKE FLOW	
Registration Number:	4127277	SENSIA	
Registration Number:	4033737	AVALON	
CORRESPONDENCE DATA			
Fax Number:	3144801505		
<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:	314-480-1500		
Email:	jenny.birmingham@huschblackwell.com		
Correspondent Name:	Michelle Alvey		
Address Line 1:	Husch Blackwell LLP		
Address Line 2:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	55593.296		
NAME OF SUBMITTER:	Michelle Alvey		
SIGNATURE:	/Michelle Alvey/		
DATE SIGNED:	01/03/2018		
Total Attachments: 14			
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DLA PIPER
Towers & Hamlin

dated 30 September 2016

Imagination Technologies Limited
and
Pure Radio Limited

Deed of assignment of trade marks

Towers & Hamlin LLP
3 Bunhill Row
London
EC1Y 8YZ
t +44 (0)20 7423 8000
f +44 (0)20 7423 8001
www.towers.com

draft () dated []

towers & hamlin

TRADEMARK
REEL: 006242 FRAME: 0521

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DEED

dated 30 September 2016

Parties

- (A) **Imagination Technologies Limited**, a company incorporated and registered in England and Wales with company number 01306335 whose registered office is at Imagination House, Home Park Estate, Kings Langley, Hertfordshire, WD4 8LZ (**Assignor**).
- (B) **Pure Radio Limited**, a company incorporated and registered in England and Wales with company number [Number] whose registered office is at [Registered Office Address] (**Assignee**).

Introduction

- (A) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the Trade Marks (as defined below).

Agreed terms

1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Main Agreement means a business and asset purchase agreement dated [Date] between the Assignor and the Assignee;

Trade Marks means the registered trade marks and the applications and the unregistered trade marks and trade names short particulars of which are set out in Schedule 1.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.

- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted

assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to **writing** or **written** includes fax but not email.

1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 **Assignment**

2.1 Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby acknowledges avers and confirms the Main Agreement and (subject to the terms of the Main Agreement) assigns and agrees to assign to the Assignee absolutely all its right, title and interest in and to the Trade Marks, including:

2.1.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;

2.1.2 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and

2.1.3 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 (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3 **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

4 **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5 **Severance**

5.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

5.2 If any invalid, illegal or unenforceable provision would be valid, legal or enforceable if some part or parts of it were deleted, such provision shall apply with the minimum deletion(s) necessary to make it valid, legal and enforceable.

6 Counterparts

6.1 This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

6.2 Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute one and the same agreement.

7 Third party rights

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

8 Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

9 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This Deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

Trade Marks

Part 1

Registered trade marks and applications

Mark Kind	MarkName	Status	Country	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
Logo	AVALON	Registered	Australia - (AU)	30 July 2010	1375234	09 January 2013	1375234
Logo	AVALON	Registered	Switzerland - (CH)	07 June 2010	55797/2010	13 August 2010	603893
Logo	AVALON	Registered	Community Trademark - (EM)	20 March 2007	005799721	31 January 2008	005799721
Logo	AVALON	Registered	New Zealand - (NZ)	08 June 2010	825336	08 December 2010	825336
Logo	AVALON	Registered	United States - (US)	23 August 2010	85/113288	04 October 2011	4033737
Logo	CHARGEPAK	Registered	Community Trademark - (EM)	27 May 2005	004458709	10 April 2006	004458709
Word	DIGITHEATRE	Registered	Community Trademark - (EM)	29 April 1999	001157122	16 May 2000	
Logo	ECOPLUS	Registered	Community Trademark - (EM)	02 August 2007	006195929	24 November 2008	006195929
Word	EVOKE FLOW	Registered	Australia - (AU)	18 June 2008	1246975	10 March 2010	1246975

Mark Kind	MarkName	Status	Country	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
Word	EVOKE FLOW	Registered	Community Trademark - (EM)	10 June 2008	006974257	02 September 2009	006974257
Word	EVOKE FLOW	Registered	Japan - (JP)	18 June 2008	2008/048479	12 February 2010	5300934
Word	EVOKE FLOW	Registered	United States - (US)	04 September 2008	77/562572	02 September 2014	4597379
Word	EVOKE MIO	Registered	Australia - (AU)	09 October 2008	1266466	11 November 2010	1266466
Word	EVOKE MIO	Registered	China P.R. - (CN)	25 November 2008	7076172	14 October 2010	7076172
Word	EVOKE MIO	Registered	Community Trademark - (EM)	18 November 2008	007299241	27 May 2009	007299241
Word	EVOKE MIO	Registered	Japan - (JP)	02 October 2008	2008-080678	26 March 2010	5312332
Word	EVOKE VIVO	Registered	Australia - (AU)	18 June 2008	1246973	10 March 2010	1246973
Word	EVOKE VIVO	Registered	Community Trademark - (EM)	10 June 2008	006974778	11 May 2010	006974778
Word	EVOKE VIVO	Registered	Japan - (JP)	18 June 2008	2008-048478	12 February 2010	5300655
Word	EVOKE-1	Registered	Community	27 May 2002	002717957	24 July 2003	002717957

Mark Kind	MarkName	Status	Country	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
			Trademark - (EM)				
Word	HIGHWAY	Registered	Community Trademark - (EM)	20 March 2007	005799713	17 January 2008	005799713
Word	JONGO	Registered	International - (IB)	21 March 2013	1159872	21 March 2013	1159872
Word	JONGO	Registered	Australia - (AU)	21 March 2013	1159872	21 March 2013	1159872
Word	JONGO	Registered	Switzerland - (CH)	21 March 2013	1159872	21 March 2013	1159872
Word	JONGO	Registered	China P.R. - (CN)	21 March 2013	1159872	21 March 2013	1159872
Word	JONGO	Registered	Community Trademark - (EM)	21 March 2013	1159872	21 March 2013	1159872
Word	JONGO	Registered	Japan - (JP)	21 March 2013	1159872	21 March 2013	1159872
Word	JONGO	Registered	New Zealand - (NZ)	21 March 2013	1159872	21 March 2013	1159872
Word	JONGO	Registered	United States - (US)	21 March 2013	1159872	16 December 2014	4654666
Word	JONGO	Registered	Great Britain - (GB)	21 September 2012	2635733	18 January 2013	2635733
Word	JONGO	Registered	New Zealand - (NZ)	24 September 2012	965960	24 September 2012	965960
Word	MediaSpace	Registered	Community	15 January	007525801	29 July 2009	007525801

Mark Kind	MarkName	Status	Country	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
			Trademark - (EM)	2009			
Word	MEUUS	Registered	Community Trademark - (EM)	28 January 2014	012542387	25 July 2014	012542387
Word	MOVE	Registered	Community Trademark - (EM)	04 January 2007	005626941	20 March 2009	005626941
Word	OASIS	Registered	Great Britain - (GB)	13 August 2007	2464008	18 April 2008	2464008
Word	POCKETDAB	Registered	Canada - (CA)	29 November 2002	1160852	17 July 2006	TMA667913
Word	POCKETDAB	Registered	Community Trademark - (EM)	27 May 2002	002717924	16 July 2003	002717924
Word	PURE	Registered	Australia - (AU)	25 March 2008	1231253	06 February 2009	1231253
Word	PURE	Registered	Australia - (AU)	08 October 2008	1266105	08 January 2010	1266105
Word	PURE	Registered	Canada - (CA)	20 November 2008	1418935	22 March 2013	TMA846916
Word	PURE	Registered	Switzerland - (CH)	31 July 2009	58420/2009	29 January 2010	596292
Word	PURE	Registered	Community Trademark - (EM)	26 August 2003	003238011	28 October 2004	003238011
Word	PURE	Registered	Community	28 January	012542379	31 July 2014	012542379

Mark Kind	MarkName	Status	Country	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
			Trademark - (EM)	2014			
Word	PURE	Registered	Brazil - (BR)	4 August 2014	908067801		
Word	PURE	Registered	Brazil - (BR)	4 August 2014	908067810		
Word	PURE	Registered	International - (IB)	21 July 2014	1235304	21 July 2014	1235304
Logo	PURE (Stylised)	Registered	International - (IB)	21 December 2012	1160344	30 May 2013	1160344
Logo	PURE (Stylised)	Registered	Australia - (AU)	21 December 2012	1560060 1160344	24 September 2015	1560060 1160344
Logo	PURE (Stylised)	Registered	Canada - (CA)	27 December 2012	1608147	24 February 2016	TMA929715
Logo	PURE (Stylised)	Registered	Community Trademark - (EM)	21 December 2012	1160344	18 June 2014	1160344
Logo	PURE (Stylised)	Registered	Great Britain - (GB)	28 June 2012	2626616	04 January 2013	2626616
Logo	PURE (Stylised)	Registered	United States - (US)	21 December 2012	79130161	20 May 2015	4531305 1160344
Word	PURE IMAGINATION	Registered	Community Trademark - (EM)	23 October 2002	002903466	11 October 2004	002903466

Mark Kind	MarkName	Status	Country	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
Word	PURE LOUNGE	Registered	Australia - (AU)	07 July 2008	1250179	11 December 2009	1250179
Word	PURE LOUNGE	Registered	Community Trademark - (EM)	24 June 2008	007014897	14 January 2009	007014897
Word	PURE LOUNGE	Registered	Japan - (JP)	04 July 2008	2008/05445 1	08 January 2010	5293441
Logo	PURE LOUNGE (logo)	Registered	Community Trademark - (EM)	14 July 2008	1251246	06 September 2010	1251246
Logo	PURE LOUNGE (logo)	Registered	Australia - (AU)	14 July 2008	1251246	06 September 2010	1251246
Logo	PURE LOUNGE (logo)	Registered	Japan - (JP)	14 July 2008	2008- 057520	12 August 2011	5431590
Word	PURE ONE	Registered	Community Trademark - (EM)	24 February 2006	004932752	16 April 2007	004932752
Word	REVU	Registered	Canada - (CA)	11 April 2003	1174754	04 August 2006	TMA669282
Logo	SENSIA	Registered	Australia - (AU)	25 June 2009	1306206	30 April 2010	1306206
Logo	SENSIA	Registered	Switzerland - (CH)	17 June 2009	56683/2009	25 September 2009	59142975086 38
Logo	SENSIA	Registered	China P.R. - (CN)	30 June 2009	7508638	21 February 2011	7508638

Mark Kind	MarkName	Status	Country	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
Logo	SENSIA	Registered	Community Trademark - (EM)	24 June 2009	008384232	10 February 2010	008384232
Logo	SENSIA	Registered	New Zealand - (NZ)	17 June 2009	808101	09 September 2010	808101
Logo	SENSIA	Registered	United States - (US)	18 September 2009	77/829703	17 April 2012	4127277
Word	SIESTA	Registered	Community Trademark - (EM)	04 January 2007	005626932	01 February 2008	005626932
Word	SIROCCO	Registered	Community Trademark - (EM)	17 November 1998	000991141	07 March 2000	000991141
Word	SNOOZE HANDLE	Registered	Community Trademark - (EM)	30 September 2003	003337771	21 October 2004	003337771
Word	TEMPUS	Registered	Community Trademark - (EM)	14 August 2003	003316874	14 January 2005	003316874
Word	THE BUG	Registered	Community Trademark - (EM)	21 July 2003	003279999	14 February 2005	003279999
Word	THINK DIGITAL RADIO - THINK PURE	Registered	Australia - (AU)	06 January 2010	1339543	16 August 2010	1339543

Mark Kind	MarkName	Status	Country	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
Logo	TWILIGHT	Registered	Switzerland - (CH)	18 June 2010	56347/2010	21 December 2010	609488
Logo	TWILIGHT	Registered	New Zealand - (NZ)	03 June 2010	825143	07 November 2011	825143

Part 2

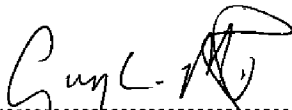
Unregistered trade marks

Country or territory	Mark	Date of first use	Goods or services for which the mark has been used

GUY MILLWARD

Signed by [~~NAME OF SIGNATORY~~] for and on)
behalf of IMAGINATION TECHNOLOGIES)
LIMITED:

Signature



Director/authorised
signatory

Markus Steck

Signed by [~~NAME OF SIGNATORY~~] for and)
on behalf of PURE RADIO LIMITED:)

Signature



Director/authorised
signatory