

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kobalt Music Group Limited		01/26/2018	Private Limited Company:
RECEIVING PARTY DATA			
Name:	Ktech Services Limited		
Street Address:	The River Building, 1 Cousin Lane		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC4R 3TE		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86307651	PROKLAIM	
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>			
Phone:	303-245-2094		
Email:	docket@hollandhart.com		
Correspondent Name:	Jeff D. Larson		
Address Line 1:	P.O. BOX 8749		
Address Line 4:	Denver, COLORADO 80201		
NAME OF SUBMITTER:	Jeff D. Larson		
SIGNATURE:	/Jeff D. Larson/		
DATE SIGNED:	03/21/2018		
Total Attachments: 8			
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Assignment of Intellectual Property Rights

Dated 26 January 2018

Kobalt Music Group Limited

Ktech Services Limited

GRANT DAWE LLP
30 Newman Street
London W1T 1PT
www.grantdawe.com

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THIS AGREEMENT is made the _____ day of _____ 2018

BETWEEN

- (1) **Kobalt Music Group Limited** a private company incorporated and registered in England and Wales with company number 04016752 and whose registered office is at The River Building, 1 Cousin Lane, London EC4R 3TE (the Assignor); and
- (2) **Ktech Services Limited** a private company incorporated and registered in England and Wales with company number 10704940 and whose registered office is at The River Building, 1 Cousin Lane, London EC4R 3TE (the Assignee).

INTRODUCTION

A

B The Assignor has agreed to assign the SAX IPRs (as defined below) to the Assignee.

AGREED TERMS

1 Interpretation

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

1.2 Definitions:

Business Day means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Intellectual Property Rights means patents including the SAX Patents, utility models, rights to inventions, copyright including neighbouring and related rights for the whole term including any renewals, reversions, revivals and extensions, moral rights, trademarks and service marks including the SAX Trade Marks, trade, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, software interfaces, database sui generis rights, database copyrights, all other rights in data, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and 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 subsist or will subsist now or in the future in any part of the world including the right to bring, make, oppose, defend or 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 any of the foregoing whether occurring before, on, or after the date of this agreement.

Kobalt Group means the Assignor and its subsidiaries as at the date of this agreement, each of which is a Kobalt Group Company.

SAX IPRs means all of the Intellectual Property Rights in SAX, as further defined in Schedule 1, the SAX Patents, the SAX Trade Marks and the registered domain name ktech.com.

SAX Patents means the patents and the applications details of which are in Schedule 2.

SAX Trade Marks means the registered trade marks and the applications details of which are in Schedule 3.

VATA 1994 means the Value Added Tax Act 1994.

1.3 Clause and Schedule headings shall not affect the interpretation of this agreement.

- 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. References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 Unless the context otherwise requires:
- (a) words in the singular shall include the plural and in the plural shall include the singular; and
 - (b) a reference to one gender shall include a reference to the other genders.
- 1.6 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.
- 1.7 A reference to a statute or statutory provision:
- (a) is a reference to it as amended, extended or re-enacted from time to time; and
 - (b) shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to a subsidiary means a subsidiary as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee.
- 1.9 A reference to writing or written includes faxes and 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.
- 1.11 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

2 Assignment

- 2.1 In consideration of the sum of:
- the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the SAX IPRs, including:
- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the SAX Patents or the SAX Trade Marks;
 - (b) all goodwill attaching to the SAX Trade Marks and in respect of the business relating to the goods or services for which the SAX Trade Marks are registered or used; and
 - (c) the right to bring, make, oppose, defend or 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 any of the SAX IPRs, whether occurring before, on, or after the date of this agreement.

2.2

- 2.3 The Assignee and the Assignor acknowledge that section 43(1) of VATA 1994 will apply to the transfer of the SAX IPRs pursuant to this agreement.

3 Warranties

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the SAX IPRs; and
- (b) for each of the applications and registrations listed in Schedule 2 and Schedule 3, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid.

4 Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

5 General

- 5.1 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.
- 5.2 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 5.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 5.4 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 5.5 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.
- 5.6 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

6 Assignment

- 6.1 The Assignee may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.
- 6.2 The Assignor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

7 Counterparts

- 7.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 7.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 7.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

8 Third-party rights

- 8.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 8.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

9 Notices

- 9.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.
- 9.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 9.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 9.4 A notice given under this agreement is not valid if sent by email.

10 Governing law and jurisdiction


- 10.1 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.
- 10.2 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.

Signed by the Parties on the date first above written.

Schedule 3 - S&X Trade Marks


Trademark Name	Case Ref.	Registration No.	Application Date	Registration Date	Country of Registration
Proclaim	M106342	Application No.: 86/307661	12/08/2014		USA

Signed by
for and on behalf of
KOBALT MUSIC GROUP LIMITED



Director

Signed by
for and on behalf of
KTECH SERVICES LIMITED



Director