

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466624

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PKT Technologies Pty Ltd	FORMERLY Fairlight.au Pty Ltd	01/19/2018	Company: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blackmagic Design Pty Ltd		
<b>Street Address:</b>	11 Gateway Court		
<b>City:</b>	Port Melbourne		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	VIC 3207		
<b>Entity Type:</b>	Proprietary Company, Limited By Shares: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1970886	FAIRLIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153939887		
<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>			
<b>Phone:</b>	415.954.0200		
<b>Email:</b>	trademark@squirepb.com		
<b>Correspondent Name:</b>	Allyson M. Madrid		
<b>Address Line 1:</b>	Squire Patton Boggs (US) LLP		
<b>Address Line 2:</b>	275 Battery Street, Suite 2600		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	037680.00081		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Caroline H. Mead		
<b>Address Line 1:</b>	Squire Patton Boggs (US) LLP		
<b>Address Line 2:</b>	275 Battery Street, Suite 2600		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Allyson M. Madrid		
<b>SIGNATURE:</b>	/Allyson M. Madrid/		

CH \$40.00 1970886

<b>DATE SIGNED:</b>	03/21/2018
<b>Total Attachments: 3</b> source=Fairlight TM Deed of Assignment#page1.tif source=Fairlight TM Deed of Assignment#page2.tif source=Fairlight TM Deed of Assignment#page3.tif	

## DEED OF ASSIGNMENT

THIS ASSIGNMENT IS MADE on the ~~day of July 2017~~ 19TH DAY OF JANUARY 2018

**BETWEEN** PKT Technologies Pty Ltd (formerly Fairlight.AU Pty Ltd) (ACN 104 307 888) of Unit 3 & 4, 15 Rodborough Road, Frenchs Forest, New South Wales 2086, Australia (**the Assignor**)

**AND** Blackmagic Design Pty Ltd (ACN 098 098 287) of 11 Gateway Court, Port Melbourne, Victoria 3207, Australia (**the Assignee**)

### RECITALS

- A. The Assignor is the applicant named in the applications for the grant of a trade mark set out in the Schedule (**the Trade Mark Applications**) and the registered owner of the registered trade marks set out in the Schedule (**the Trade Marks**).
- B. The Assignor has according to an Asset Sale Agreement dated 1 September 2016 (**the Asset Sale Agreement**) agreed to assign the Trade Mark Applications and the Trade Marks to the Assignee in consideration of the payment of the Purchase Price receipt of which is acknowledged by the Assignor.

### 1. ASSIGNMENT

- 1.1 The Assignor assigns absolutely to the Assignee, with effect from the date of this Assignment, all current and future right, title and interest in and to the Trade Mark Applications and the Trade Marks, and any goodwill arising from use of such Trade Mark Applications and Trade Marks, free of any Encumbrance.
- 1.2 The Assignment effected by clause 1.1 includes the Assignor's right to bring legal proceedings and to obtain remedies in respect of any infringement (which occurs before or after the date of this Assignment) of the Trade Marks and any trade mark registrations granted in respect of the Trade Mark Applications.
- 1.3 In consideration of the Assignment effected by clause 1.1, the Assignee agrees to pay to the Assignor the sum of AUD\$1 (one Australian dollar), receipt of which is hereby acknowledged.
- 1.4 The Assignor agrees to provide any assistance reasonably required by the Assignee in order to give full effect to this Assignment (including the execution of any documents). The Assignor irrevocably appoints each of the directors of the Assignee from time to time severally (or the Assignee, if the Assignee is an individual) as the Assignor's attorney to do all acts and execute all documents which the Assignor is obliged to do or execute by this clause.
- 1.5 The Assignor warrants that, as far as it is aware, it is the sole legal and beneficial owner of the Trade Mark Applications and the Trade Marks.
- 1.6 The Assignor undertakes, and will ensure each of its related bodies corporate undertake, to not do any act, nor procure or assist any person to:
  - (a) directly or indirectly contest or challenge the Assignee's right, title and interest in and to the Trade Mark Applications and Trade Marks; and
  - (b) commence any opposition, revocation, strike off or removal actions in respect of the Trade Mark Applications and Trade Marks.
- 1.7 In this Assignment **Encumbrance** includes a licence, trust, charge, mortgage, option to license or purchase, and any right or interest granted to secure any debt, obligation or liability, including a security interest under the *Personal Property Securities Act*.

### 2. GENERAL

- 2.1 In this Assignment, unless the context does not permit it:
  - (a) a reference to the singular includes the plural and vice versa;
  - (b) a reference to any gender includes all other genders; and
  - (c) any form of the word "include" does not imply a limitation.
- 2.2 This Assignment (and the validity and enforceability of this Assignment) is governed by and to be interpreted in

accordance with the law of the State of Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria and the federal courts of the Commonwealth of Australia.

- 2.3 This Assignment may be signed in multiple copies, each of which shall be deemed to be an original.
- 2.4 This Assignment may be signed in counterparts. If this Assignment is signed in counterparts, it shall not be legally enforceable until the parties exchange the signed counterparts, which may be by electronic means. If exchange is carried out electronically, each party must promptly deliver a hard copy of this Assignment executed by it to the other party, but failure to do so will not affect the enforceability of this Assignment.
- 2.5 The rights and obligations of the parties under this Assignment do not merge on completion of any transaction contemplated by this Assignment.
- 2.6 The warranty given by the Assignor under clause 1.5 of this Assignment will be deemed to be a warranty given by it as Vendor under the Asset Sale Agreement and will be deemed to be given subject to all of the relevant provisions of the Asset Sale Agreement relating to warranties, including, without limitation, clause 12 (Limits on Warranties) of the Asset Sale Agreement.
- 2.7 The Assignor's obligations and liabilities under and in connection with this Assignment will be governed by all of the provisions in the Asset Sale Agreement relating to its obligations and liabilities as Vendor including, without limitation, clause 12 (Limits on Warranties) of the Asset Sale Agreement.

### 3. AUTHORITY TO EXECUTE

- 3.1 Each of the parties warrants its power to enter into this Assignment.
- 3.2 Any individual executing this Assignment on behalf of a party warrants that he or she has been fully empowered to execute this Assignment and that all necessary action to authorise execution of this Assignment has been taken.

### SCHEDULE

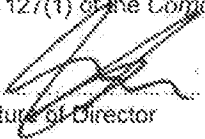
The Trade Mark Applications	Country	Mark	Number
Australia		1770049	FAIRLIGHT

The Trade Marks	Country	Number	Mark
	Australia	638970	FAIRLIGHT
	European Union	1038504	FAIRLIGHT
	United Kingdom	1165284	FAIRLIGHT
	United States of America	1970886	FAIRLIGHT
	France	96640726	FAIRLIGHT
	India	835316	FAIRLIGHT

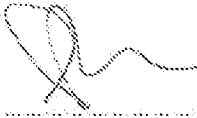
Executed as a deed

Executed by PKT Technologies Pty Ltd (formerly Fairlight.AU Pty Ltd) ACN 104 307 888 in accordance with s 127(1) of the Corporations Act 2001:

Signature of Director

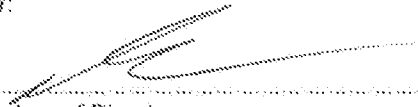
  
.....  
**ALEXANDER KOFFEL**  
.....  
Print full name

Signature of Director/Company Secretary


  
.....  
**STEVEN VETTER**  
.....  
Print full name

Executed by Blackmagic Design Pty Ltd ACN 098 088 )  
287 in accordance with s 127(1) of the Corporations Act )  
2001:

Signature of Director

  
.....  
**Douglas Clarke**  
.....  
Print full name

Signature of Director/Company Secretary

  
.....  
**Grant Rhy**  
.....  
Print full name