

900455624 06/22/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479101

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B&W GROUP LIMITED		01/09/2018	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	SOUND UNITED, LLC <i>Limited Corporation</i>		
Street Address:	1 Viper Way		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3053256	CLASSE	
Registration Number:	3113681	CLASSE	
CORRESPONDENCE DATA			
Fax Number:	2129499190		
<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:	(212) 949-9022		
Email:	VMTannenbaum@lawabel.com		
Correspondent Name:	Victor Tannenbaum		
Address Line 1:	666 Third Avenue		
Address Line 2:	10th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	8005982		
NAME OF SUBMITTER:	Victor Tannenbaum		
SIGNATURE:	/VMT/		
DATE SIGNED:	06/22/2018		
Total Attachments: 10			
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Dated

9 JANUARY 2018

B&W GROUP LTD
and
SOUND UNITED LLC

DEED OF ASSIGNMENT
OF
INTELLECTUAL PROPERTY RIGHTS

THIS DEED OF ASSIGNMENT is made on

9 JANUARY 2018.

BETWEEN:

- (1) **B&W GROUP LTD** (company number 0880499) whose registered office is at Dale Road, Worthing, Sussex, England BN11 2BH (the "**Assignor**");
 - (2) **SOUND UNITED LLC** a Delaware limited liability company whose headquarters are located at 1 Viper Way, Vista, CA 92081 (the "**Assignee**");
- (each a "**party**" and, together, the "**parties**").

WHEREAS:

- (A) The Assignor and the Assignee have entered into an asset sale agreement dated _____ (the "**APA**") pursuant to which the Assignee has agreed to purchase certain assets from the Assignor.
- (B) In accordance with the APA, the Assignor has agreed to assign to the Assignee the Classé Technology (as defined in the APA) on the terms set out in this Deed.

AGREED TERMS:

2. INTERPRETATION

- 2.1 In this Deed, unless a different interpretation is necessary in the context, terms in capital letters shall have the meanings given to them in the APA. The Trade Marks and Domain Names forming part of the Classé Technology are replicated in Schedule 1 of this Deed.
- 2.2 The clause and paragraph headings and the table of contents used in this Agreement are inserted for ease of reference only and shall not affect construction.
- 2.3 References to "writing" or "written" includes any other non-transitory form of visible reproduction of words.
- 2.4 References to any English legal term or legal concept shall in respect of any jurisdiction other than England be deemed to include that which most approximates in that jurisdiction to such English legal term or legal concept.
- 2.5 References to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.
- 2.6 References to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.
- 2.7 Save where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.

3. ASSIGNMENT

3.1 The Assignor hereby assigns to the Assignee absolutely all right, title and interest of the Assignor in and to the Classé Technology, including:

- (a) where relevant, the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Classé Technology;
- (b) all rights to claim priority in the Classé Technology;
- (c) all rights to any extensions, renewals or amendments of or to the Classé Technology;
- (d) where relevant, all statutory or common law rights and goodwill attaching to the Classé Technology; and
- (e) 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 any of the Classé Technology whether occurring before, on, or after the date of this Deed.

3.2 The Assignor shall transfer ownership and control of the Domain Names to the Assignee, by carrying out, all formalities within its control that are required to transfer full and unconditional ownership and technical control of the Domain Names to the Assignee.

4. FURTHER ASSURANCE

At the Assignor's expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed.

5. VAT

All payments made or consideration given pursuant to this Agreement will (unless it is specifically provided otherwise) be exclusive of VAT and any VAT chargeable on such payments or other consideration will be paid in addition to the payment or consideration in question subject to the issue of a VAT invoice containing the particulars prescribed in Regulation 14 of the Value Added Tax Regulations 1995 (as amended).

6. WAIVERS

6.1 A waiver of any right, power, privilege or remedy provided by this Deed must be in writing and may be given subject to any conditions thought fit by the grantor. For the avoidance of doubt, any omission to exercise, or delay in exercising, any right, power, privilege or remedy provided by this Deed shall not constitute a waiver of that or any other right, power, privilege or remedy.

6.2 A waiver of any right, power, privilege or remedy provided by this Deed shall not constitute a waiver of any other breach or default by the other party and shall not constitute a continuing waiver of the right, power, privilege or remedy waived or a waiver of any other right, power, privilege or remedy.

6.3 Any single or partial exercise of any right, power, privilege or remedy arising under this Deed shall not preclude or impair any other or further exercise of that or any other right, power, privilege or remedy.

7. ENTIRE AGREEMENT

This Deed and the documents referred to or incorporated in it constitute the entire agreement between the parties relating to the subject matter of this Deed and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether or not in writing, between the parties in relation to the subject matter of this Deed.

8. VARIATION

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

9. SEVERANCE

If any provision or part-provision of this Deed 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 remainder of this Deed.

10. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.

11. THIRD PARTY RIGHTS

This Deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

12. NOTICES

12.1 Any notice or other communication given to a party under or in connection with this Deed 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 (if a company) or its principal place of business (in any other case).

12.2 Any notice 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; or
- (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.

12.3 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.

12.4 A notice given under this Deed is not valid if sent by email.

13. DISPUTES

13.1 Any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

- (a) The number of arbitrators shall be one.

(b) The seat, or legal place, of arbitration shall be London, United Kingdom.

(c) The language to be used in the arbitral proceedings shall be English.

14. GOVERNING LAW

14.1 This Deed shall be governed by, and construed in accordance with, English law.

SCHEDULE 1
Registered Intellectual Property

REGISTERED TRADE MARKS

	Country region /	Mark	Application registration number	or	Classes
1.	Australia	Classé	842766		09
2.	Canada	CLASÉ AUDIO	TMA293579		09, 37
3.	Canada	CLASÉ	TMA641798		09, 37
4.	Canada	CLASSE	TMA642332		09, 37
5.	China	CLASE	13506864		09
6.	China	Classé in Chinese characters: 架势	13545917		09
7.	China	Classé	842766		09
8.	European Union	Classé	002064707		09
9.	European Union	CLASSE	005038062		09
10.	Japan	Classé	842766		09
11.	Macedonia (F.Y.R.O.M)	Classé	842766		09
12.	Madrid Protocol	Classé	842766		09
13.	Montenegro	Classé	842766		09
14.	Norway	Classé	842766		09

15.	Republic of Korea	Classé	842766	09
16.	Russian Federation	CLASSE	345119	09
17.	Serbia	Classé	842766	09
18.	Singapore	Classé	842766	09
19.	Switzerland	Classé	842766	09
20.	Ukraine	Classé	842766	09
21.	United Arab Emirates	Classé Audio	074829	09
22.	United Kingdom	CLASSE	UK00002420244	09
23.	United Kingdom	Classé	UK00002378189	09
24.	USA	CLASSE	3053256	09, 37
25.	USA	CLASSE	3113681	09

DOMAIN NAMES

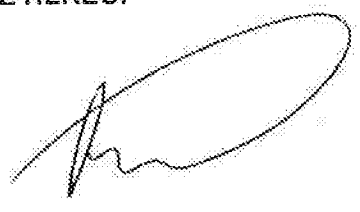
Domain Name	Expiry Date
classe.ca	12/15/2018
classeaudio.ca	04/03/2018
classeaudio.com	09/19/2019

EXECUTED AS A DEED AND DELIVERED ON THE DATE HEREOF

EXECUTED as a deed by .GEOFFREY.EDWARDS.....)

for and on behalf of)

B&W GROUP LTD)



Director

Signature of Witness M. S. Williams

Witness Name M. S. WILLIAMS

Witness Address 41 HORSESHOE CLOSE

CRAYNE

WEST SUSSEX RHO 7X

Witness Occupation CHARTERED MANAGEMENT ACCOUNTANT

EXECUTED as a deed by)

for and on behalf of)

SOUND UNITED LLC)

Director

Signature of Witness

Witness Name

Witness Address

Witness Occupation

EXECUTED AS A DEED AND DELIVERED ON THE DATE HEREOF

EXECUTED as a deed by)
for and on behalf of)
B&W GROUP LTD)

.....
Director

Signature of Witness
Witness Name
Witness Address
.....
.....
Witness Occupation

EXECUTED as a deed by Peter Wb)
for and on behalf of)
SOUND UNITED LLC)

PETER W HARPER
.....
Director

Signature of Witness Crystal Biggs
Witness Name Crystal Biggs
Witness Address 1 Viper Way
Visb, CA 92081
USA
Witness Occupation Attorney