

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481519

<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>
Red Lion 49 Limited		12/14/2017	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SSL DV Limited		
<b>Street Address:</b>	25 Spring Hill Road		
<b>City:</b>	Begbroke, Kidlington Oxford, Oxfordshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	OX5 1RU		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3882228	GRAVITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124684888		
<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>	212-468-4800		
<b>Email:</b>	bsinger@dglaw.com		
<b>Correspondent Name:</b>	Brooke Erdos Singer		
<b>Address Line 1:</b>	Davis & Gilbert LLP, 1740 Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	007512-9999-000		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Brooke Erdos Singer		
<b>Address Line 1:</b>	Davis & Gilbert LLP, 1740 Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	Brooke Erdos Singer		
<b>SIGNATURE:</b>	/Brooke Erdos Singer/		
<b>DATE SIGNED:</b>	07/12/2018		

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**Total Attachments: 10**

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DATED

14 DECEMBER 2017

**INTRA-GROUP TRADE MARK ASSIGNMENT**

between

**RED LION 49 LIMITED**

and

**SSL DV LIMITD**

This contract is dated [DATE]

## **Parties**

- (1) **RED LION 49 LIMITED** incorporated and registered in England and Wales with company number 05362730 whose registered office is at 25 Spring Hill Road, Begbroke, Kidlington Oxford, Oxfordshire, OX5 1RU (**Assignor**)
- (2) **SSL DV LIMITED** incorporated and registered in England and Wales with company number 06881303 whose registered office is at 25 Spring Hill Road, Begbroke, Kidlington Oxford, Oxfordshire, OX5 1RU (**Assignee**)

## **BACKGROUND**

- (A) The Assignor owns the intellectual property rights in the Trade Marks
- (B) The Assignor has agreed to assign to the Assignee the Trade Marks on the terms set out in this agreement.

### **1. Interpretation**

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

#### **1.1 Definitions:**

**Trade Marks:** the registered trade marks 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 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.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

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 a statute or statutory provision is a reference to it as is in force as at the date of this agreement.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes faxes and email.
- 1.12 Where any statement is qualified by the expression **so far as Assignor is aware or to Assignor's knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 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.
- 1.14 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## **2. Assignment**

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the 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 the Trade Marks, whether occurring before, on, or after the date of 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 Trade Marks;
- (b) for each of the registrations listed in Schedule 1, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (c) it has not licensed or assigned any of the Trade Marks;
- (d) the Trade Marks are free from any security interest, option, mortgage, charge or lien;
- (e) it is unaware of any infringement or likely infringement of any of the Trade Marks;
- (f) as far as it is aware, all the Trade Marks are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Trade Marks;
- (g) as far as it is aware, exploitation of the Trade Marks will not infringe the rights of any third party; and
- (h) all previous assignments of the registrations listed in Schedule 1 are valid and were registered within applicable time limits.

### 4. Indemnity

4.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach of the warranties contained in clause 3;
- (b) the enforcement of this agreement.

4.2 At the request of the Assignee and at the Assignor's own expense, the Assignor shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of any breach referred to in clause 4.1(a).

4.3 This indemnity shall apply whether or not the Assignee has been negligent or at fault.

**5. Further assurance**

At its own cost, the Assignor 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 reasonably be required for the purpose of giving full effect to this agreement.

**6. 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.

**7. Entire agreement**

7.1 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.

7.2 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 or negligent misstatement based on any statement in this agreement.

**8. Variation**

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

**9. Severance**

9.1 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.

9.2 If one party gives notice to the other of the possibility that 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.

**10. Counterparts**

10.1 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.

10.2 The executed signature page of a counterpart of this agreement by (a) fax or (b) email 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.

10.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

**11. Third-party rights**

11.1 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.

**12. 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.

**13. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have non-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 contract has been entered into on the date stated at the beginning of it.



**Schedule 1 Registered trade marks**

Country/ territory	Mark	Application or registration number	Date of registration	Classes	Specification of goods or services
European Union	GRAVITY	005595111	12/12/2006	9	Electric and electronic apparatus and instruments for recording, storing, processing, manipulating, combining, mixing, editing, transmission and reproduction of analogue and digital audio and video signals; electric and electronic apparatus and instruments for recording, storing, transmission and reproduction of sound, static images and moving images; audio and video mixing equipment; mixing boards; parts and fittings for all the aforesaid goods.
United States of America	GRAVITY	3882228	30/11/2010	9	Electric and electronic apparatus and instruments for recording, storing, processing, manipulating, combining, mixing, editing, transmission and reproduction of analogue and digital audio and video signals; electric and electronic apparatus

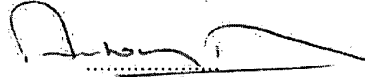
					and instruments for recording, storing, transmission and reproduction of sound, static images and moving images; audio and video mixing equipment, namely, sound mixers, audio mixers, image mixers, consoles and workstations; mixing boards, namely, audio mixing boards and sound mixing boards; and parts for all the aforesaid goods, the aforesaid goods excluding audio amplifiers, audio cassette and CD players, audio cassette players, audio electronic components, namely, surround sound systems, audio equipment for vehicles, namely, stereos, speakers, amplifiers, equalizers, crossovers and speaker housings, audio equipment for vehicles, namely, subwoofers, audio speaker enclosures, and audio speakers
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Signed by David Hearn for  
and on behalf of RED LION  
49 LIMITED



Director

Signed by Antony David for  
and on behalf of SSL DV Limited



Director