

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soundfield Limited		02/20/2020	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Freedman Electronics Pty Ltd		
Street Address:	TITAN Partners, Level 3, Suite 2		
Internal Address:	Macquarie Place		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	NWW 2000		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3960256	B-FORMAT	
Registration Number:	3936155	A-FORMAT	
CORRESPONDENCE DATA			
Fax Number:	8028627512		
<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:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Peter Kunin		
Address Line 1:	Downs Rachlin Martin PLLC		
Address Line 2:	199 Main Street, PO Box 190		
Address Line 4:	Burlington, VERMONT 05402-0190		
NAME OF SUBMITTER:	Peter Kunin		
SIGNATURE:	/peter kunin/		
DATE SIGNED:	05/07/2020		
Total Attachments: 5			
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SOUNDFIELD LIMITED (1)

-and-

FREEDMAN ELECTRONICS PTY LTD (2)

ASSIGNMENT OF TRADE MARKS

Birketts

Birketts LLP
24-26 Museum Street
Ipswich
Suffolk IP1 1HZ

T: +44 (0)1473 232300
F: +44 (0) 1473 230524
DX: 3206 Ipswich
E:mail@birketts.co.uk

www.birketts.co.uk

Offices also in : **Cambridge, Chelmsford and Norwich**

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TRADEMARK
REEL: 006932 FRAME: 0261

THIS AGREEMENT is made on the 20th day of February 2020

PARTIES

- (1) **SOUNDFIELD LIMITED**, a company incorporated and registered in England and Wales with company number 02830568 whose registered office is at Aquila House, Waterloo Lane, Chelmsford, Essex CM1 1BN (the “**Assignor**”).
- (2) **FREEDMAN ELECTRONICS PTY LTD**, a company incorporated and registered in Australia (NSW) with company number ACN 000576483 whose registered office is at TITAN Partners, Level 3, Suite 2, Macquarie Place, Sydney, NSW 2000 (the “**Assignee**”).

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks set out in Schedule 1 (the “**Trade Marks**”).
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this Agreement.

1. ASSIGNMENT

1.1 In consideration of the sum of £1.00 (receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:

- 1.1.1 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
- 1.1.2 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 the Trade Marks whether occurring before, on or after the date of this Agreement.

2. WARRANTIES

2.1 The Assignor represents and warrants that:

- 2.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;

- 2.1.2 it has not given any third party permission to use the Trade Marks or otherwise licensed or assigned any of the rights under the Trade Marks;
- 2.1.3 the Trade Marks are free from any security interest, option, mortgage, charge or lien; and
- 2.1.4 no claim has been made by a third party that disputes the right of the Assignor to use the Trade Marks, and it is unaware of any circumstances likely to give rise to a claim.

3. FURTHER ASSURANCE

- 3.1 At the Assignee's expense, the Assignor shall do all acts and execute and deliver all documents as may reasonably be required for the purpose of giving full effect to this Agreement.


4. GOVERNING LAW

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

5. JURISDICTION

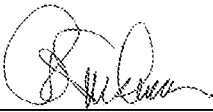
- 5.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 – THE TRADE MARKS

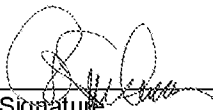
Country	Number	Mark	Classes
UK	2117207	 (SOUNDFIELD and device)	9
EU	2727022	B-FORMAT	9
EU	2725638	SOUNDFIELD	9
EU	5348602	A-FORMAT	9
EU	5662242	SOUNDFIELD	9
US	3960256	B-FORMAT	9
US	3936155	A-FORMAT	9

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of
SOUNDFIELD LIMITED:

) 
) _____
) Signature
) _____
) **Peter Freedman**
) Print Name
) _____
) **Director**
) Title

Signed for and on behalf of
**FREEDMAN ELECTRONICS PTY
LTD:**

) 
) _____
) Signature
) _____
) **Peter Freedman**
) Print Name
) _____
) **Director**
) Title