

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audiomovers LLC		03/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Virgin Records Limited		
Street Address:	4 Pancras Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	N1C 4AG		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90358350	AUDIOMOVERS	
CORRESPONDENCE DATA			
Fax Number:	3108651791		
<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:	310-865-1708		
Email:	trademarks@umusic.com		
Correspondent Name:	Brent S. LaBarge		
Address Line 1:	Universal Music Group		
Address Line 2:	2220 Colorado Avenue		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
ATTORNEY DOCKET NUMBER:	Audiomovers/Abbey Road		
DOMESTIC REPRESENTATIVE			
Name:	Brent S. LaBarge		
Address Line 1:	Universal Music Group		
Address Line 2:	2220 Colorado Avenue		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	Brent S. LaBarge		
SIGNATURE:	/Brent S. LaBarge/		

CH \$40.00 90358350

DATE SIGNED:	03/25/2021
---------------------	------------

Total Attachments: 7

source=AudioMovers Assignment#page1.tif

source=AudioMovers Assignment#page2.tif

source=AudioMovers Assignment#page3.tif

source=AudioMovers Assignment#page4.tif

source=AudioMovers Assignment#page5.tif

source=AudioMovers Assignment#page6.tif

source=AudioMovers Assignment#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into effective as of March 12, 2021, by and between AUDIOMOVERS LLC, a Delaware limited liability company (the “Company”), its founders Igor Maxymenko of 99 Vista Montana #4423, San Jose, CA 95134 and Yuriy Shevyrov of Chervonoznamianska Street No. 4, Khartsyzk City, Donetskii Region, Ukraine (jointly and severally the “Assignors”), in favor of VIRGIN RECORDS LIMITED (“Assignee”), a limited company incorporated and registered in England and Wales, as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignors own all right, title and interest in and to the AUDIOMOVERS, LISTENTO, and LISTENTO RECEIVER trademarks and service marks, and all combinations and variations thereof and all logos associated therewith, together with all applications and registrations therefor, including, without limitation, U.S. Serial No. 90358350 (collectively, the “Trademarks”);

WHEREAS, Assignors own all right, title and interest in and to all copyright-protected designs embodied in the Trademarks (collectively, the “Copyrights”);

WHEREAS, in exchange for the consideration set forth in the asset purchase agreement between Assignors and Assignee dated as of March 12, 2021, the provisions of which are hereby incorporated by reference herein, and for other good and valuable consideration, Assignors have agreed to assign to Assignee all of Assignors right, title and interest in and to the Trademarks and Copyrights.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Assignment of Trademarks. Assignors hereby transfer, convey, assign and deliver to Assignee all of Assignors' right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademarks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademarks, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignors hereby authorize Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademarks, and to secure in its own name the registrations granted thereon throughout the world. Assignors agree to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademarks.

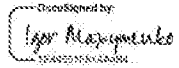
2. Assignment of Copyrights. Assignors hereby transfer, convey, assign and deliver to Assignee all of Assignors' right, title and interest in and to the Copyrights throughout the world. Assignors further transfer, convey, assign and deliver to Assignee all of Assignors' right, title, and interest in and to the Copyrights, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and completely as the same would have been held by Assignors if this Assignment had not been made, together with all rights of recovery and of legal action for past infringements of the Copyrights, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignors agree to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Copyrights.

3. Further Acts. Assignors agree to execute any additional documents and take any further actions that are necessary or reasonably requested by Assignee to effect, perfect or evidence the assignments set forth herein ("Supporting Documents"). If Assignors fail or refuse to execute any Supporting Documents, or take such further actions, Assignors hereby agree, for themselves and their successors, assigns and transferees, to the fullest extent permitted by law, that any President, Vice President and/or Chief Executive Officer of Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect, evidence or enforce the assignment set forth in Section 1 above.

IN WITNESS WHEREOF, the Assignors and Assignee have executed and entered into this Assignment as of the date first written above.

AUDIOMOVERS LLC

Signed by a
duly authorised
representative:

DocuSigned by:

DocuSignature

Name:

Igor Maxymenko

Title:

Member

Date:

12 March 2021

[Signature Page - IP Assignment Agreement]

VIRGIN RECORDS LIMITED

Signed by a
duly authorised
representative:

Adam Barker

Name:

Adam Barker

Title:

Director of Business Affairs

Date:

12 March 2021

VIRGIN RECORDS LIMITED

Signed by a
duly authorised
representative:

Name:

David Sharpe

Title:

Date:

[Signature Page - IP Assignment Agreement]

VIRGIN RECORDS LIMITED

Signed by a
duly authorised
representative: _____

Name: Adam Barker

Title: _____

Date: _____

VIRGIN RECORDS LIMITED

Signed by a
duly authorised
representative: David Sharpe

Name: David Sharpe

Title: COO Universal Music Operations Ltd

Date: 12 March 2021

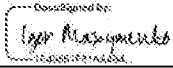
[Signature Page - IP Assignment Agreement]

YURIY SHEVYROV

Signed by: _____

Date: _____

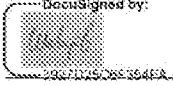
IGOR MAXYMENKO

Signed by:  _____

Date: 12 March 2021

[Intellectual Property Assignment Agreement]

YURIY SHEVYROV

Signed by:  _____

Date: 12 March 2021

IGOR MAXYMENKO

Signed by: _____

Date: _____

[Intellectual Property Assignment Agreement]