

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kobalt London Limited		03/11/2021	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	AWAL Digital Limited		
Street Address:	The River Building		
Internal Address:	1 Cousin Lane		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4R 3TE		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3665871	AWAL	
CORRESPONDENCE DATA			
Fax Number:	7192180123		
<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:	7194456006		
Email:	rcenteno@ip-rbecker.com		
Correspondent Name:	Robert Becker IP Law		
Address Line 1:	P.O. Box 1198		
Address Line 4:	Pagosa Springs, COLORADO 81147		
NAME OF SUBMITTER:	Rosalie Centeno		
SIGNATURE:	/Rosalie Centeno/		
DATE SIGNED:	04/27/2021		
Total Attachments: 11			
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Intragroup Intellectual Property Rights Assignment Deed

THIS DEED is made on 11 March 2021

Between

- (1) **Kobalt Music Group Limited**, a company incorporated in England and Wales, with registered number 04018752 and whose registered office is at The River Building, 1 Cousin Lane, London, England, EC4R 3TE; and
- (2) **Kobalt London Limited**, a company incorporated and registered in England and Wales, with registered number 10945372 and whose registered office is at The River Building, 1 Cousin Lane, London, EC4R 3TE, United Kingdom;

each individually an “Assignor”, and together the “Assignors”; and

- (3) **AWAL Digital Limited**, incorporated and registered in England and Wales with company number 04430703 whose registered office is at The River Building, 1 Cousin Lane, London, EC4R 3TE, United Kingdom (the “Assignee”);

each of the Assignors and the Assignee individually a “Party”, and together the “Parties”, to this Deed.

It is hereby agreed as follows:

1. Kobalt London Limited hereby absolutely and irrevocably assigns all its right, title and interest in and to the registered trademarks and applications for registration of trademarks set out in **Schedule 1** (*Registered Trademarks*) to this Deed (the “Registered Trademarks”) to the Assignee, including (a) the goodwill of the business to the extent relating to the goods or services with respect to which each Registered Trademark has been registered, applied for or used; and (b) all rights of action and remedies, including the right to bring, make, oppose, defend, and 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 (including but not limited to declaratory proceedings), of any of Registered Trademarks, whether occurring before, on, or after the date of this Deed.
2. Kobalt London Limited hereby absolutely and irrevocably assigns any and all common law trademark rights that exist with respect to the signs / marks set out in **Schedule 2** (*Common Law Trademarks*) and the relevant jurisdictions set out for each such sign / mark in **Schedule 2** (*Common Law Trademarks*) (the “Common Law Trademark Rights”) and are owned by Kobalt London Limited, including (i) the goodwill represented by each of the signs / marks set out in **Schedule 2** (*Common Law Trademarks*) and with respect to which Kobalt London Limited owns the Common Law Trademark Rights; and (ii) all rights of action and remedies, including the right to bring, make, oppose, defend, and 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 (including but not limited to declaratory proceedings), of any of the Common Law Trademark Rights owned by Kobalt London Limited, whether occurring before, on, or after the date of this Deed.
3. Kobalt Music Group Limited, on behalf of itself and the Assigning Affiliates (as defined below), hereby absolutely and irrevocably assigns any and all Common Law Trademark Rights

that are owned by Kobalt Music Group Limited or any of the Assigning Affiliates, including (i) the goodwill represented by each of the signs / marks set out in **Schedule 2** (*Common Law Trademarks*) and with respect to which Kobalt Music Group Limited or any of the Assigning Affiliates owns the Common Law Trademark Rights; and (ii) all rights of action and remedies, including the right to bring, make, oppose, defend, and 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 (including but not limited to declaratory proceedings), of any of the Common Law Trademark Rights owned by Kobalt Music Group Limited or any of the Assigning Affiliates, whether occurring before, on, or after the date of this Deed. The “**Assigning Affiliates**” are all current affiliates of Kobalt Music Group Limited, except for: Kobalt London Limited and the Target Companies. “**Target Companies**” means the Assignee, AWAL Recordings Licensing Ltd, AWAL Recordings Ltd (formerly Kobalt Music Recordings Ltd), Kobalt Neighbouring Rights Limited (formerly Kobalt Music Rights Agency Limited), Kobalt Neighbouring Rights II Limited (formerly Kobalt Neighbouring Rights Limited), Kobalt Music Netherlands Artists B.V., Kobalt Music Netherlands OH Records B.V., AWAL Recordings America, Inc., AWAL Recordings Licensing America, Inc. and In2tune Inc.

4. Kobalt London Limited hereby absolutely and irrevocably assigns any and all worldwide copyright and design rights in and to (a) all logos or symbols that consist of only “AWAL” or “A WORLD ARTISTS LOVE” (including any stylized version of any of the foregoing), including those logos shown in **Schedule 1** (*Registered Trademarks*) or **Schedule 2** (*Common Law Trademarks*), or any combination of any of the foregoing; and (b) all other logos and symbols, and all designs, under which any of the Target Companies carries on business as of the Completion Date, but excluding: (i) any and all logos, symbols and designs that consist of or contain “Kobalt”, “Kobalt Music”, “Amra”, “KMG”, “Kojam” or “KTech” (including any stylized version of any of the foregoing) or the “K” logo or any combination of any of the foregoing; and (ii) any and all other logos, symbols and designs under which the Retained Business carries on business as of the Completion Date, (the “**Copyright and Design Rights**”), in each case that Kobalt London Limited owns, and in each case including all rights of action and remedies, including the right to bring, make, oppose, defend, and 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 (including but not limited to declaratory proceedings), of any of the Copyright and Design Rights owned by Kobalt London Limited, whether occurring before, on, or after the date of this Deed. “**Completion Date**” and “**Retained Business**” shall each have the meaning given to it in the Share Sale and Purchase Agreement between Kobalt Music Group Limited and Sony Music Entertainment, dated 31 January 2021.
5. Kobalt Music Group Limited, on behalf of itself and the Assigning Affiliates, hereby absolutely and irrevocably assigns any and all Copyright and Design Rights that are owned by Kobalt Music Group Limited or any of the Assigning Affiliates, in each case including all rights of action and remedies, including the right to bring, make, oppose, defend, and 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 (including but not limited to declaratory proceedings), of any of the Copyright and Design Rights owned by

Kobalt Music Group Limited or any of the Assigning Affiliates, whether occurring before, on, or after the date of this Deed.

6. The Assignee hereby accepts all assignments under Clauses 1 through 5 above.
7. To the extent that any of the Assignors or the Assigning Affiliates has previously assigned its rights in and to the Registered Trademarks, its Common Law Trademark Rights or its Copyright and Design Rights to the Assignee, the assignment under this Deed is confirmatory.
8. At its own expense, and as soon as practicable after execution of this Deed, each Assignor shall, and shall use reasonable efforts to procure that any relevant third party shall, execute and deliver such documents and perform such further actions as may be required to carry into effect the intents and purposes of this Deed, including without limitation: (a) in the case of Kobalt London Limited, to vest absolute legal and beneficial ownership of all its rights in and to the Registered Trademarks, its Common Law Trademark Rights and its Copyright and Design Rights in the Assignee and to record the assignments of the Registered Trademarks under this Deed, and (b) in the case of Kobalt Music Group Limited, to vest absolute legal and beneficial ownership of all its and the Assigning Affiliates' Common Law Trademark Rights and Copyright and Design Rights in the Assignee.
9. Kobalt London Limited shall take all necessary steps to maintain all its rights in and to the Registered Trademarks, its Common Law Trademark Rights and its Copyright and Design Rights until the assignment of such rights is perfected. Kobalt Music Group Limited shall take all necessary steps to maintain all its and the Assigning Affiliates' Common Law Trademark Rights and Copyright and Design Rights until the assignment of such rights is perfected.
10. If the Assignee provides reasonable evidence to the Assignors that any third party contests or otherwise challenges the ownership of the Assignee of any of the Common Law Trademark Rights or any of the Copyright and Design Rights that are the subject matter of this Deed or that the Assignee is otherwise reasonably required to evidence its ownership of any of such Common Law Trademark Rights or Copyright and Design Rights, upon request by the Assignee in writing, the Assignors shall provide reasonable assistance to the Assignee in evidencing the Assignee's ownership of such Common Law Trademark Rights or Copyright and Design Rights.
11. All warranties, representations or conditions implied by statute, at common law, on the basis of usage, custom or the Parties' previous course of dealings, in fact or otherwise, are hereby excluded to the fullest extent permitted by applicable law.
12. This Deed constitutes the whole agreement between the Parties relating to the subject matter of this Deed and supersedes any prior written or oral arrangement, understanding or agreement between them relating to the subject matter of this Deed. Nothing in this Deed shall operate to limit or exclude any liability for fraud.
13. If any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such provision shall be deemed to be severed from this Deed and the Parties shall use all reasonable endeavours to replace such provision with one having an effect as close as possible to the deficient provision. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.

14. No amendment or variation of this Deed shall be effective unless it is made in writing and is signed by or on behalf of both Parties.
15. A waiver of any right or remedy under this Deed is only effective if given in writing. Any waiver of any breach of this Deed shall not be deemed to be a waiver of any subsequent breach (whether of a like or different character). No failure or delay by a Party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
16. A person who is not a Party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Deed. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Deed are not subject to the consent of any person that is not a Party to this Deed.
17. Except as provided otherwise, each Party shall pay its own costs and expenses in connection with the negotiation, preparation and performance of this Deed.
18. This Deed may be executed in any number of counterparts, each of which shall constitute an original of this Deed, but all the counterparts shall together constitute the same deed. No counterpart shall be effective until each Party has executed and delivered at least one counterpart. Transmission of an executed counterpart of this Deed (but not just a signature page) by fax or e-mail shall take effect as delivery of an executed counterpart of this Deed.
19. This Deed and any dispute, claim or non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.
20. The Parties agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings arising out of or in connection with this Deed or its subject matter or formation (including any non-contractual obligations arising out of or in connection with this Deed) and, for such purposes, each Party irrevocably submits to the jurisdiction of such courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



Schedule 1 Registered Trademarks

Mark	Description/Image of TM	Class	Country	Registration No. / Application No.	Application Date	Renewal Date	Owner	Case Status
AWAL	Word mark	09,35,36,38,41,42,45	Canada	1931232	19-Nov-2018		Kobalt London Limited	Pending
AWAL	Word mark	09,35,36,38,41,42,45	European Union	13445093	10-Nov-2014	10-Nov-2024	Kobalt London Limited	Registered
AWAL	Word mark	09,35,36,38,41,42,45	United Kingdom	UK0091344 5093	10-Nov-2014	10-Nov-2024	Kobalt London Limited	Registered
AWAL	AWAL	09,16,35,36,38,41,42,45	Hong Kong	304813029	24-Jan-2019	23-Jan-2029	Kobalt London Limited	Registered
AWAL	Word mark	09,35,36,38,41,42,45	Australia (Madrid Protocol)	1706000 (Intl Regn No. 1255254)	10-Apr-2015	10-Apr-2025	Kobalt London Limited	Registered
AWAL	AWAL	09,35,36,38,41,42,45	India (Madrid Protocol)	4324437 (Intl Regn No. 1255254)	12-Sep-2019	10-Apr-2025	Kobalt London Limited	Registered
AWAL	Word mark	09,35,36,38,41,42,45	Japan (Madrid Protocol)	1255254	12-Sep-2019		Kobalt London Limited	Pending
AWAL	Word mark	35,36,45	Mexico (Madrid Protocol)	1255254	10-Apr-2015	10-Apr-2025	Kobalt London Limited	Registered
AWAL	Word mark	09,38,41,42	Mexico (Madrid Protocol)	1255254	12-Sep-2019		Kobalt London Limited	Pending

Mark	Description/Image of TM	Class	Country	Registration No./ Application No.	Application Date	Renewal Date	Owner	Case Status
AWAL	Word mark	38	Russia (Madrid Protocol)	1255254	12-Sep-2019	10-Apr-2025	Kobalt London Limited	Registered
AWAL	AWAL	09,35,36,38,41,42,45	USA (Madrid Protocol)	5097690 (Intl Regn No. 1255254)	10-Apr-2015	13-Dec-2026	Kobalt London Limited	Registered
AWAL	AWAL	35	USA	3665871	17-Jul-2008	11-Aug-2029	Kobalt London Limited	Registered
AWAL (stylised)	AWAL	09,16,35,36,38,41,42,45	Hong Kong	304813038	24-Jan-2019	23-Jan-2029	Kobalt London Limited	Registered
AWAL	AWAL	45	China	37533860	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	45	China	37533861	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	09	China	37533860	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	09	China	37533861	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	38	China	37533860	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	38	China	37533861	16-Apr-2019		Kobalt London Ltd.	Registered

Mark	Description/Image of TM	Class	Country	Registration No./ Application No.	Application Date	Renewal Date	Owner	Case Status
AWAL	AWAL	41	China	37533861	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	41	China	37533860	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	16	China	37533860	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	16	China	37533861	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	36	China	37533861	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	35	China	37533860	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	36	China	37533860	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	35	China	37533861	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	42	China	37533861	16-Apr-2019		Kobalt London Ltd.	Registered
AWAL	AWAL	42	China	37533860	16-Apr-2019		Kobalt London Ltd.	Registered

Schedule 2 Common Law Trademarks

Sign / Mark	Description/Image of Sign / Mark	Country
AWAL	Word mark	USA
AWAL		USA
AWAL	Word mark	Canada
AWAL		Canada
A WORLD ARTISTS LOVE	Word mark	USA
A WORLD ARTISTS LOVE	Word mark	Canada

EXECUTED as a deed by **KOBALT MUSIC GROUP LIMITED,**

acting by _____ Laurent Hubert _____, a director,
in the presence of:



DocuSigned by:
Laurent Hubert
.....
Director

Witness's Signature
Name: Sarah Cowperthwaite
Address: 8411 Edwin Drive Los Angeles CA 90046
Occupation: Producer

EXECUTED as a deed by **KOBALT LONDON LIMITED**,
acting by _____ James Arnay _____, a director,
in the presence of:

}
.....
DocuSigned by:
.....E322844300E143A.....
Director

Witness's Signature
DocuSigned by:
Molly Arnay
.....43AF31FEAC82414.....
Name: Molly Arnay
Address: 108 Harvard Circle Princeton NJ 08540
Intern
Occupation:
.....

EXECUTED as a deed by **AWAL DIGITAL LIMITED**,
acting by _____ Thomas Sansone _____, a director,
in the presence of:



DocuSigned by:
Tom Sansone
.....
Director

DocuSigned by:
Witness's Signature Lena Sansone
Name: Lena Sansone
Address: 144 green ave
Occupation: Yoga instructor

[Signature page to Intragroup Intellectual Property Rights Assignment Deed]