

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roli Ltd.		08/31/2021	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Luminary Roli Limited		
Street Address:	326/327 Stean Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E8 4ED		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4980569	ROLI	
Serial Number:	86184307	SEABOARD	
Serial Number:	87121013	BLOCKS	
Serial Number:	86877976	RISE	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	040680.17339		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	10/29/2021		
Total Attachments: 16			

OP \$115.00 4980569

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DATED 31 August 2021

- (1) ROLI LTD (IN ADMINISTRATION)
- (2) DAMIAN WEBB and GORDON THOMSON
- (3) LUMINARY ROLI LIMITED

ASSIGNMENT OF GOODWILL AND INTELLECTUAL
PROPERTY RIGHTS

ENGROSSMENT

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DATE

31 August

2021

PARTIES

- (1) **ROLI LTD (IN ADMINISTRATION)** (registered number 07044888) whose registered office is 2 Glebe Road, London, United Kingdom, E8 4BD (the **Seller**);
 - (2) **DAMIAN WEBB and GORDON THOMSON**, joint administrators of the Seller both of RSM Restructuring Advisory LLP of 25 Farringdon Street, London EC4A 4AB (the **Administrators**); and
 - (3) **LUMINARY ROLI LIMITED** (registered number 13407346) whose registered office is at 326/327 Stean Street, London, United Kingdom, E8 4ED (the **Buyer**),
- each one a **Party** and together the **Parties**.

INTRODUCTION

- (A) The Administrators were appointed as joint administrators of the Seller on the Appointment Date.
- (B) The Seller has agreed to assign to the Buyer such right, title and interest as it has in the Business Intellectual Property Rights and Goodwill on the terms and conditions set out in this deed.
- (C) This deed is supplemental to the sale and purchase agreement dated the date hereof and made between (1) the Seller (2) the Administrators and (3) the Buyer (the "**Sale Agreement**") All the definitions and terms contained in the Sale Agreement contained therein, form part of this Assignment.
- (D) The Administrators enter this deed solely to get the benefit of the terms of this deed in their favour and shall incur no personal liability under or in connection with this deed.

IT IS AGREED

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this deed, including the introduction and the schedule, the following definitions shall apply unless the context otherwise requires:

Administrators' Solicitors

Gateley Legal;

Appointment Date

31 August 2021;

Business

the business of the design, production and manufacture of innovative hardware products, software and web services in the music industry;

Business Intellectual Property

- (a) the Business Trade Marks;
- (b) the Design Rights;
- (c) the Domain Names;
- (d) the Goodwill;
- (e) the Patents; and
- (f) all other Intellectual Property used only in the Business (including the Social Media Accounts);

Business Trade Marks

the trade marks including but not limited to those set out in the schedule;

Claim

any proceeding, litigation, arbitration, action, claim (whether actual or contingent or otherwise), demand or employment tribunal claim which is brought or made against the Seller and/or the Administrators;

Design Rights

all design rights used or available for use by the Seller including but not limited to those set out in the schedule;

Domain Names

used or available for use by the Seller including but not limited to those set out in the schedule;

Goodwill

the goodwill and other know-how of the Business and the exclusive right for a person to represent itself as carrying on the Business; and

Intellectual Property

all intellectual property rights used or available for use by the Seller, including but not limited to:

- (a) inventions, technical information, patents, know-how, utility models, trade marks and service marks, business names, domain names and website content, registered designs, design rights, utility models, copyright (including all such rights in computer software, and any databases, moral rights and topography rights, rights in get-up and trade dress, goodwill, and the right to sue for passing off or unfair competition, copyright and neighbouring and related rights, moral rights, rights in designs, rights in and to inventions, plant variety rights, database rights, rights in computer software and topography rights;
- (b) registrations and applications for any of the rights in (a) above, together with the right to apply for registration of, and be granted, renewals, extensions of and right to claim priority from, such rights;
- (c) rights to use and protect the confidentiality of confidential information (including know-how, trade secrets, technical information, Customer and Supplier lists) and any other proprietary knowledge or information of whatever nature and howsoever arising; and
- (d) 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 Intellectual Property whether occurring before, on, or after the date of this deed ("IPR Claim"),

in each case whether registered or unregistered and together with any rights or types of protection of the same or of a similar nature to those listed in (a), (b) or (c) which exist or may exist in the future anywhere in the world and in each case for their full term and effect;

Loss

any loss, cost, damage, award, charge, penalty fine, expense or any other liability which any of the Seller or the Administrators have incurred or suffered, or may, directly or indirectly, incur or suffer including the fees and expenses of the Administrators and the Administrators' Solicitors;

Patents

all patents used or available for use by the Seller including but not limited to those set out in the schedule; and

Price

the consideration paid by the Buyer to the Seller pursuant to the Sale Agreement; and

- 1.2 In this deed, a reference to:
- 1.2.1 a clause or schedule is, unless otherwise stated, a reference to a clause or schedule of this deed;
 - 1.2.2 a Party means any one of the Parties and includes its permitted assignees or the successors in title and, for an individual, to his estate and personal representatives and for the Administrators any insolvency practitioner appointed to replace any of them in that office;
 - 1.2.3 proceedings shall include the commencement of arbitration;
 - 1.2.4 this deed or any provision of this deed are to this deed, that provision as in force for the time being and as amended from time to time in accordance with the terms of this deed;
 - 1.2.5 writing or written includes e-mail.

- 1.3 In this deed:
- 1.3.1 unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender.
 - 1.3.2 schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 The schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the schedules.
- 1.5 Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. ASSIGNMENT

- 2.1 Subject to the terms of this deed and in consideration of the Price, the Seller unconditionally, irrevocably and absolutely assigns to the Buyer all the Seller's rights, title, interest and benefits in and to the Business Intellectual Property and Goodwill that it is permitted to assign with effect from the Appointment Date, including
- 2.1.1 the absolute entitlement to any registered Business Intellectual Property granted pursuant to any of the applications comprised in the Business Intellectual Property; and
 - 2.1.2 the Goodwill attaching to any trade marks, trade names and domain names and to that part of the Business that relates to the goods or services for which the trade marks, trade names and domain names are registered or used; and
 - 2.1.3 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 Intellectual Property whether occurring before, on, or after the date of this deed.

3. DELIVERY

On the Appointment Date, the Seller shall, insofar as it is able to do so, make available for collection by the Buyer all documents in its possession which concern or embody the Business Intellectual Property.

4. FURTHER ASSURANCE

- 4.1 Subject to clauses 4.2 and 4.3 below, for twelve months following the Completion Date or for so long as the Administrators remain in office (whichever is the shorter), the Administrators and the Seller shall execute such further deeds and documents as may reasonably be necessary to vest such right title and interest that the Seller may have in the Intellectual Property and Goodwill, or any relevant part of them, in the Buyer.
- 4.2 All documents the Buyer requests shall be in a form approved by the Administrators acting reasonably and will include terms that:

- 4.2.1 the personal liability of the Administrators is excluded; and
- 4.2.2 are no more onerous to the Seller and the Administrators than the terms of this deed.
- 4.3 The Buyer shall bear the reasonable and proper legal and other costs of the preparation and execution of such further deeds and documents, including any reasonable legal fees of the Administrators' Solicitors in dealing with them.
- 5. WARRANTIES, AGREEMENTS, EXCLUSIONS AND UNDERTAKINGS**
- 5.1 The Buyer recognises that:
- 5.1.1 the Business Intellectual Property:
- (a) may be subject to licences, limits or deficiencies;
 - (b) may not be able to be transferred to the Buyer; and
- 5.1.2 it receives no right, title or interest in or right to use any Intellectual Property used or available for use by the Seller, but not owned by the Seller, before the Completion Date.
- 5.2 The Buyer undertakes:
- 5.2.1 to make its own inquiries into Business Intellectual Property and the matters listed at clause 5.1;
- 5.2.2 not to use any Intellectual Property without first getting all necessary consents, licences or registrations; and
- 5.2.3 within two Business Days of any request by the Seller, the Administrators or their authorised representatives, to deliver up (at the Buyer's expense):
- (a) any Intellectual Property the Seller has transferred to the Buyer which is not sold under the terms of this deed; and
 - (b) any records or documents relating to that Intellectual Property.
- 5.3 The Buyer shall indemnify and keep indemnified the Seller and the Administrators and each of them from and against all Claims and Losses arising out of:
- 5.3.1 the Buyer's use or possession of:
- (a) any Intellectual Property or Computer Software the Seller has transferred to the Buyer which is not sold under the terms of this deed; or
 - (b) the Business Intellectual Property; or
- 5.3.2 the use or possession of:
- (a) any Intellectual Property or Computer Software; or
 - (b) the Business Intellectual Property,
- by any person who has gained access through the Buyer.
- Provided always that the provisions of clause 24 (*Limitation on Indemnities*) of the Sale Agreement apply equally to the provisions of this clause 5.
- 5.4 No personal liability shall fall on the Administrators or their firm or any member of their firm or on the Administrators' Solicitors or any agents or advisers of the Administrators under or in connection with this deed.
- 5.5 The Administrators enter into this deed as agents of the Seller and join in this deed in their personal capacities solely for the purpose of receiving the benefit of the exclusions of liability and acknowledgements in their favour contained in this deed.
- 5.6 The Buyer acknowledges that it places and has placed no reliance whatsoever on any representations, agreements, statements or undertakings (oral or in writing) made or alleged to have been made by the Administrators or their firm or any member of their firm or the Administrators' Solicitors or any agents or advisers of the Administrators.

- 5.7 All conditions, warranties and liabilities on the part of the Administrators and the Seller whether express or implied by statute or otherwise as to the Business Intellectual Property, and in particular (without limitation) warranties as to title are excluded.
- 5.8 The exclusions of liability, acknowledgements and waivers in this clause 5 shall have effect, and shall continue to have effect when the Administrators' capacity as agents of the Seller has been terminated. Such exclusions, acknowledgements and waivers shall continue notwithstanding termination of this deed and shall be in addition to, and not qualified by or in substitution for, any right of indemnity, recovery or relief otherwise available to the Administrators and shall apply to claims formed in contract, tort or otherwise howsoever.
- 5.9 No sums due from the Seller or the Administrators under or in connection with this deed shall be charged or payable as an expense or remuneration of the Administrators or otherwise as mentioned in paragraphs 99(3) and 99(4) of Schedule B1 of the Insolvency Act 1986, and shall rank as an unsecured claim against the Seller only.
6. **COSTS AND EXPENSES**
- Each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this deed (and any documents referred to in it).
7. **THIRD PARTY RIGHTS**
- Save for those persons referred to in clause 4.4 a person who is not a Party cannot enforce, or enjoy the benefit of, any terms of this deed under the Contracts (Rights of Third Parties) Act 1999.
8. **NOTICES AND COMMUNICATIONS**
- 8.1 Any notice given under this deed shall be in writing signed by, or for, the person issuing the notice. Any notice shall be delivered by hand or by 1st Class post or by email to:
- 8.1.1 the Buyer at its registered office
Email address: roland@roli.com; corey@roli.com
marked for the attention of Roland Lamb and Corey Harrower;
- 8.1.2 the Seller or the Administrators at the offices of the Administrators
Email address: jamie.wilson@rsmuk.com
marked for the attention of Jamie Wilson,
- or such other address in the United Kingdom and/or email address as a Party may notify to the other.
- 8.2 Without evidence of earlier receipt and subject to clause 8.3 a notice served under clause 8.1 shall be deemed to have been received:
- 8.2.1 if delivered by hand, on delivery to the address referred to in clause 8.1;
- 8.2.2 if delivered by 1st Class post, 9.00 am on the second Business Day after the date of posting; and
- 8.2.3 if delivered by email, at the expiration of 2 hours after the time of despatch if despatched before 3:00 pm on any Business Day, and in any other case at 10:00 am on the Business Day following despatch .
- 8.3 If deemed receipt under clause 8.2.1 or 8.2.2. occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the relevant notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.
9. **GENERAL**
- 9.1 Save as specifically and expressly provided in this deed, the Buyer shall not assign, sub-licence, sub-contract, delegate, share or part with any of its rights or obligations under this deed to any third party without the prior written consent of the Seller and the Administrators.

- 9.2 This deed constitutes the entire agreement between the Parties relating in any way to any of the matters dealt with in this deed. It supersedes with immediate effect and extinguishes any such previous agreements, arrangements, understandings, representations or warranties.
- 9.3 No variation or addition to this deed shall be effective unless:
- 9.3.1 made in writing;
 - 9.3.2 signed by or on behalf of the Parties; and
 - 9.3.3 referring explicitly both to this deed and to the fact that the purpose of the Parties is to vary or add to it,
- and no right of any Party can be waived, released or made subject to conditions without such written agreement.
- 9.4 Except to such extent as may be required by law or professional regulation no Party shall make any public announcement in relation to this deed or its subject matter without the prior written approval of the Seller and the Administrators.
- 9.5 The Parties agree that if any of the provisions in this deed are held to be invalid but would be valid if part of the wording were deleted or modified then such provision shall apply with such modification as may be necessary to make it enforceable.
- 9.6 No failure by any Party to exercise or any delay in exercising any right or remedy under the terms of this deed shall operate as a waiver, and any single or partial exercise of any right or remedy shall not prevent its further exercise or the exercise of any other right or remedy.
10. **COUNTERPARTS**
- This deed may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which when so executed and delivered shall constitute an original but all the counterparts shall together constitute one and the same instrument.
11. **GOVERNING LAW AND JURISDICTION**
- 11.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 11.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this deed.

SCHEDULE 1
Part A - Trademarks

Case Ref.	Official No.	Title	Case Status	Country	Property Type	Local Classes	Application Date	Registration Date	CPA Renewal Date
T104379EM	015373509	BLOCKS	Granted/Registered	EUIPO	Trademark	15, 28	25/04/2016	23/03/2017	25/04/2026
T105718US	87121013	BLOCKS	Granted/Registered	United States of America	Trademark	09, 15, 28	29/07/2016	27/04/2021	27/04/2031
T107305WR	1343036	BLOCKS	Granted/Registered	Madrid Protocol™	Trademark	15, 28	25/04/2016	07/10/2016	07/10/2026
T107305CN-WR	1343036	BLOCKS	Granted/Registered	China	Trademark	15, 28	25/04/2016	07/10/2016	07/10/2026
T107305JP-WR	1343036	BLOCKS	Granted/Registered	Japan	Trademark	15, 28	25/04/2016	07/10/2016	07/10/2026
T107306CA	TMA1056347	BLOCKS	Granted/Registered	Canada	Trademark	-	07/10/2016	26/09/2016	25/04/2026
T102654EM	015004682	NOISE	Granted/Registered	EUIPO	Trademark	09, 15	15/01/2016	02/12/2016	15/01/2026
T102329EM	014938286	RISE	Granted/Registered	EUIPO	Trademark	09, 15	18/12/2015	20/07/2016	20/07/2026
T102632CA	1763865	RISE	Under Examination	Canada	Trademark	-	14/01/2016	-	-
T102633JP	5995655	RISE	Granted/Registered	Japan	Trademark	15, 28	01/02/2016	10/11/2017	10/11/2027
T102635US	86877976	RISE	Granted/Registered	United States of America	Trademark	09, 15, 28	17/01/2016	07/04/2020	07/04/2030
T069402EM	011797041	ROLI	Granted/Registered	EUIPO	Trademark	09, 15, 28	07/05/2013	02/10/2013	07/05/2023
T060347WR	1211027	ROLI	Granted/Registered	Madrid Protocol (TM)	Trademark	09, 15, 28	07/05/2013	24/01/2014	24/01/2024
R060347AU	1211027	ROLI	Granted/Registered	Australia	Trademark	09, 15, 28	07/05/2013	24/01/2014	24/01/2024
R060347CH	1211027	ROLI	Granted/Registered	Switzerland	Trademark	09, 15, 28	07/05/2013	24/01/2014	24/01/2024
R060347JP	1211027	ROLI	Granted/Registered	Japan	Trademark	09, 15, 28	07/05/2013	24/01/2014	24/01/2024
R060347KR	1211027	ROLI	Granted/Registered	Republic of Korea	Trademark	09, 15, 28	07/05/2013	24/01/2014	24/01/2024
T060347CN-WR	1211027	ROLI	Granted/Registered	China	Trademark	09, 15, 28	07/05/2013	24/01/2014	24/01/2024

T060562US	4980569	ROLI	Granted/Registered	United States of America	Trademark	09, 15, 28	03/02/2014	21/06/2016	21/06/2026
T060564CA	TMA988691	ROLI	Granted/Registered	Canada	Trademark	-	25/04/2014	17/01/2018	17/01/2033
T059403EM	011797099	SEABOARD	Granted/Registered	EUIPO	Trademark	09, 15, 28	07/05/2013	02/10/2013	07/05/2023
R060561WR	1210953	SEABOARD	Granted/Registered	Madrid Protocol (TM)	Trademark	09, 15, 28	07/05/2013	24/01/2014	24/01/2024
R060561AU	1210953	SEABOARD	Granted/Registered	Australia	Trademark	09, 15, 28	24/01/2014	24/01/2014	24/01/2024
R060561CH	1210953	SEABOARD	Granted/Registered	Switzerland	Trademark	09, 15, 28	24/01/2014	24/01/2014	24/01/2024
R060561JP	1210953	SEABOARD	Granted/Registered	Japan	Trademark	09, 15, 28	24/01/2014	24/01/2014	24/01/2024
R060561KR	1210953	SEABOARD	Granted/Registered	Republic of Korea	Trademark	09, 15, 28	24/01/2014	24/01/2014	24/01/2024
T060561CN-WR	1210953	SEABOARD	Granted/Registered	China	Trademark	09, 15, 28	15/06/2016	24/11/2016	24/01/2024
T060563US	86184307	SEABOARD	Granted/Registered	United States of America	Trademark	09, 15, 28	04/02/2014	27/10/2015	27/10/2025
T060565CA	TMA966,307	SEABOARD	Granted/Registered	Canada	Trademark	-	25/04/2014	21/03/2017	21/03/2032

Part B - Patents

Processor interface	30/6/2009	30/6/2010	Granted/Registered	China	CN102549531 (A) and (B)	2449449	China	P047678CN-M
Processor interface	30/6/2009	30/6/2010	Published	European Patent Convention	IN783DEN2012 (A)	8994648	India	P047678EP-K
Processor interface	30/6/2009	30/6/2010	Published	Republic of Korea	KR101698172 (B1) and KR20120062690 (B2)	8994648	Republic of Korea	P047678IN-M
Processor interface	30/6/2009	30/6/2010	Grant Formalities in Progress	United States of America			United States of America	P047678KR-M
Processor interface	30/6/2009	30/6/2010	Granted/Registered	Canada			United States of America	P047678US-M

Processor interface	30/6/2009	30/6/2010	International/Regional phase complete. Closed at K&S.	WO 2011/001145	Patent Cooperation Treaty	P047678WO
Processor interface	30/6/2009	30/6/2010	Published	2648081	European Patent Convention	P047678EP1
Pressure sensitive interface	17/6/2013	17/6/2013	Published	2515286	United Kingdom	P057746GB
Headphones	25/9/2015	25/9/2015	Published	2542773	United Kingdom	P100499GB
Keyboard instrument	16/10/2015	16/10/2015	Published	USD810185	United States of America	Unknown
Electrical connector	1/11/2016	1/11/2016	Published	2555493	United Kingdom	P106450GB
Electrical connector	1/11/2016	31/10/2017	Published	EP3535814 (A1)	Patent Cooperation Treaty	P106450WO
User interface device	1/11/2016	1/11/2016	Published	2555492	United Kingdom	P107236GB
Method to control attributes of information data	1/11/2016	1/11/2016	Published	2555589	United Kingdom	P107662GB
Controller for information data	1/11/2016	31/10/2017	Published	151799584	United States of America	P107662US
User interface device	1/11/2016	2/12/2016	Published	2950504	Canada	P107235CA
User interface device	1/11/2016	31/10/2017	Published	151799710	United States of America	P107235US1
Data flow control	2/11/2016	2/11/2016	Published	2555601	United Kingdom	P107233GB
Electronic musical instrument	1/11/2016	1/11/2016	Published	USD856304	United States of America	Unknown
Control block	1/11/2016	1/11/2016	Published	USD846527	United States of America	Unknown
A controller for producing control signals	31/05/2019	31/05/2019	Published	EP3745391(A1)	European Patent Convention	Unknown
Force sensor	17/05/2019	17/05/2019	Published	WO2020234197	Patent Cooperation Treaty	Unknown
Digital signal processing code distribution method and system	3/06/2019	3/06/2019	Published	US2020382572 (A1)	United States of America	Unknown

Part C – Registered Designs

Design No.	Registration No.	Design Name	Registration Date	Registration Status	Registration Office	Registration Class
RISE	16/10/2015	16/10/2015	Granted/Registered	001441398-0001	EUIPO	D100361EM1
RISE	16/10/2015	16/10/2015	Granted/Registered	001441398-0002	EUIPO	D100361EM2
RISE	16/10/2015	16/10/2015	Granted/Registered	001441398-0003	EUIPO	D100361EM3
RISE	16/10/2015	16/10/2015	Granted/Registered	D809588	United States of America	D100361US
RISE: keywave with white lines	16/10/2015	18/10/2017	Case Filed	29/622671	United States of America	D100361US1
RISE 2: Seaboard shape	16/10/2015	15/4/2016	Granted/Registered	D810185	United States of America	D109630US
RISE 2: Keywave Shape Pattern	16/10/2015	5/1/2018	Case Filed	29/632294	United States of America	D109630US1
Blocks Lightpad	1/11/2016	1/11/2016	Granted/Registered	003442946-0001	European Union Intellectual Property Office	D107361EM1
Blocks Lightpad	1/11/2016	1/11/2016	Granted/Registered	003442946-0002	European Union Intellectual Property Office	D107361EM2
Blocks Lightpad	1/11/2016	1/11/2016	Granted/Registered	003442946-0003	European Union Intellectual Property Office	D107361EM3
Lightpad Block	1/11/2016	1/11/2016	Granted/Registered	003442946-0004	European Union Intellectual Property Office	D107361EM4
Blocks Control	1/11/2016	1/5/2017	Granted/Registered	D856304	United States of America	D107361US
Blocks Control	1/11/2016	1/11/2016	Granted/Registered	003442938-0001	European Union Intellectual Property Office	D107362EM1
Blocks Control	1/11/2016	1/11/2016	Granted/Registered	003442938-0002	European Union Intellectual Property Office	D107362EM2
Control Block	1/11/2016	1/11/2016	Granted/Registered	003442938-0003	European Union Intellectual Property Office	D107362EM3
Electric keyboard instruments	1/11/2016	1/5/2017	Granted/Registered	D846527	United States of America	D107362US
Electric keyboard instruments	25/2/2019	25/2/2019	Granted/registered	006267167-0001	European Union Intellectual Property Office	D122832EM
Electric keyboard instruments	25/2/2019	25/2/2019	Granted/registered	006267167-0002	European Union Intellectual Property Office	D122832EM
Electric keyboard instruments	25/2/2019	25/2/2019	Granted/registered	006267167-003	European Union Intellectual Property Office	D122832EM
Electric keyboard instruments	25/2/2019	25/2/2019	Granted/registered	006267167-0004	European Union Intellectual Property Office	D122832EM

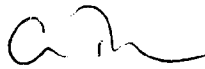
Electric keyboard instruments	1/3/2019	1/3/2019	Granted/registered	006272910-0001	European Union Intellectual Property Office	D122832EM
Electric keyboard instruments	1/3/2019	1/3/2019	Granted/registered	006272910-0002	European Union Intellectual Property Office	D122832EM
Electric keyboard instruments	1/3/2019	1/3/2019	Granted/registered	006272910-0003	European Union Intellectual Property Office	D122832EM

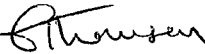
Part D – Domain Names

makeyourmusicnow.com	GoDaddy				Unused	
makeyourmusicnow.co.uk	GoDaddy				Unused	
makeyourmusicnow.info	GoDaddy				Unused	
makeyourmusicnow.org	GoDaddy				Unused	
makeyourmusic.org	NameCheap				Unused	
myrn.world	GoDaddy				Unused	
mindfx.com	Network Solutions				Unused – redirects to main site root	
modernmusicindustry.com	GoDaddy				Unused	
moodlla.com	GoDaddy				Unused	
noise.fm	GoDaddy				Primary websites	
noisehq.com	GoDaddy				Unused	
ourlla.com	GoDaddy				Unused	
rawmaterialssoftware.com	CloudFlare				Redirects to juce.com	
rolandlamb.com	GoDaddy				Personal website for Roland Lamb.	

roll-labs.com	GoDaddy	Redirects visitors to rolli.com, and emails can be received @rolli-labs.com
roll-ltd.com	HostGator	Redirects visitors to rolli.com
roll.audio	GoDaddy	Unused
roll.com	HostGator	Primary website and emails can be received @rolli.com
roll.fm	GoDaddy	Unused
rollfoundation.com	GoDaddy	Unused
rollfoundation.org	GoDaddy	Unused
rolllabs.com	GoDaddy	Redirects visitors to rolli.com, and emails can be received @rollilabs.com
rollltd.com	HostGator	Redirects visitors to rolli.com
rollrecords.com	GoDaddy	Unused
rollstudios.com	GoDaddy	Unused
sea-labs.com	GoDaddy	Redirects visitors to rolli.com, and emails can be received @sea-labs.com
soundbasket.com	CloudFlare	Redirects visitors to juce.com
synthsquad.com	pairNIC	Unused – redirects to Strobe2 product page
techcitytimes.com	GoDaddy	Unused
technolympics.co.uk	GoDaddy	Unused
thehackcafe.com	GoDaddy	Internal company website and blog

THE SELLER
EXECUTED as a deed by **ROLI LTD** acting by
GORDON THOMSON its administrator under
powers conferred by the Insolvency Act 1986


.....
GORDON THOMSON

Witness signature: 


Name: EMILY THOMSON

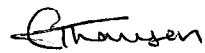
Address: 63 SEAFIELD ROAD, LONDON, NW11 1AR

Occupation: HEAD OF HOUSING

THE ADMINISTRATORS

EXECUTED as a deed by **GORDON THOMPSON**
on his behalf and on behalf of his fellow
joint administrator


.....
GORDON THOMPSON

Witness signature: 

Name: EMILY THOMPSON

Address: 63 SEAFIELD ROAD, LONDON, NW11 1AR

Occupation: HEAD OF HOUSING

THE BUYER

EXECUTED as a deed by **LUMINARY ROLI LIMITED**
acting by **ROLAND LAMB**

)
)
).....
ROLAND LAMB

Witness signature:

Name:

Address:

Occupation:

THE SELLER

EXECUTED as a deed by **ROLI LTD** acting by)
GORDON THOMSON its administrator under)
powers conferred by the Insolvency Act 1986)

.....
GORDON THOMSON

Witness signature:

Name:

Address:

Occupation:

THE ADMINISTRATORS

EXECUTED as a deed by **GORDON THOMPSON**)
on his behalf and on behalf of his fellow)
joint administrator)

.....
GORDON THOMPSON

Witness signature:

Name:

Address:

Occupation:

THE BUYER

EXECUTED as a deed by **LUMINARY ROLI LIMITED**)
acting by **ROLAND LAMB**)

.....
ROLAND LAMB

Witness signature:

Name: *Lucy Sanderson*

Address: *1 Bow Churchyard, LONDON*

Occupation: *EC4M 9DQ*

Solicitor

A large handwritten signature of Gordon Thomson is written over the signature line of the administrator section. Below it, a smaller handwritten signature of Roland Lamb is written over the signature line of the buyer section. To the left of these, a small handwritten signature of Lucy Sanderson is written over the witness signature line of the buyer section.