

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434539

<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>
HI-SPEC (FAREHAM) LIMITED		04/01/2017	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Genesis Audiophile Systems Limited		
<b>Street Address:</b>	25 Coltsfoot Drive, Waterlooville		
<b>City:</b>	Hampshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	PO78DD		
<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>	2052149	GENESIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2016455616		
<b>Email:</b>	al@lzlawoffice.com		
<b>Correspondent Name:</b>	Alexander Lazouski		
<b>Address Line 1:</b>	14726 Bowfin Terrace, Suite 1		
<b>Address Line 4:</b>	Lakewood Ranch, FLORIDA 34202		
<b>NAME OF SUBMITTER:</b>	Alexander Lazouski		
<b>SIGNATURE:</b>	/asl/		
<b>DATE SIGNED:</b>	07/11/2017		
<b>Total Attachments: 3</b>			
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## Assignment

Date: 1<sup>ST</sup> APRIL 2017

### Parties:

- (1) "The Assignor": HI-SPEC (FAREHAM) LIMITED, a company (Registration No. 04533740) registered under the laws of England and Wales, of Castle Farm Barn North, Denmead Road, Southwick, Hampshire, PO17 6EX, United Kingdom.
- (2) "The Assignee" Genesis Audiophile Systems Limited, a company (Registration No. 10162444) registered under the laws of England and Wales, of 25 Coltsfoot Drive, Waterlooville, Hampshire, PO7 8DD, United Kingdom.

### Recitals:

- (A) The Assignor is the registered proprietor of the UK, Community and US Registered Trade Marks particulars of which are set out in Schedule 1 below hereto ('the Trade Marks').
- (B) The Assignor has agreed to assign to the Assignee the Trade Marks together with the goodwill of the business of the Assignor concerned in the goods in respect of which the Trade Marks are registered upon the following terms and conditions.

### Operative provisions:

#### 1 Assignment

In pursuance of the said agreement and in consideration of the sum of £100 sterling now paid by the Assignee to the Assignor (the receipt whereof the Assignor hereby acknowledges) the Assignor with full title guarantee HEREBY ASSIGNS unto the Assignee the Trade Marks and the full and exclusive benefit of them together with all the rights of action, powers and benefits belonging or accrued to the Trade Marks, and together with the goodwill of the business of the Assignor concerned in the goods or services in respect of which the Trade Marks are registered TO HOLD the same unto the Assignee absolutely.

#### 2 Assignor's obligations and warranties

- 2.1 The Assignor shall at the discretion and expense of the Assignee execute any further document and do any such thing as the Assignee may require to enable the Assignee to become registered as proprietor of the Trade Marks and to secure the benefits of the rights hereby assigned.
- 2.2 The Assignor hereby warrants that:
  - 2.2.1 it is the proprietor of the Trade Mark and has the full power to enter into this Assignment;
  - 2.2.2 it has not granted any licences to use the Trade Marks;
  - 2.2.3 it has not knowingly withheld from the Assignee knowledge of any circumstances that might endanger the ability of the Assignee to register this Assignment.
- 2.3 The Assignor hereby agrees to indemnify, and to keep the Assignee indemnified, against all actions claims proceedings costs and damages (including any damages or

compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs and other expenses arising out of any breach of the warranties in clause 2.2 or out of any claims by a third party based on any facts which if substantiated would constitute such a breach.

- 3 The amount stated in this Deed to be payable by the Assignee to the Assignor is exclusive of value added tax ("VAT") which shall be payable by the Assignee and the Assignor shall deliver to the Assignee upon request a proper VAT invoice for the amount (if any) of VAT chargeable.

IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year above first written

**SCHEDULE 1**  
**Registration(s)**

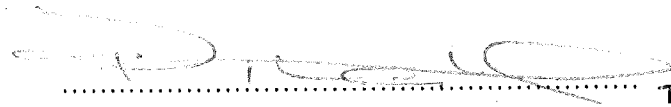
Mark	Classes	Goods	Country	Filing Date	Filing No.	Registration No.
GENESIS	9	Amplifiers, electronic cross-over units, digital to analogue converters and loudspeakers, all for in-car entertainment systems; amplifiers, digital to analogue converters and loudspeakers, all for domestic hi-fi equipment.	European Community	27/01/1997	00452102	00452102
GENESIS	9	Amplifiers, electronic cross-over units, digital to analogue converters and loudspeakers, all for in-car entertainment systems.	United Kingdom	17/01/1995	2041628	2041628
GENESIS	9	Stereo amplifiers, cross-overs (electronic and passive), USA preamps/line amps/buffer amps, digital signal processors, surround sound encoder/decoders, equalizers, digital to analogue converters, radio and sound interfaces for electronic systems, balanced line transmitters/receivers; all for use in-car entertainment systems, in class 9.	USA	16/11/1995	75/020,709	2,052,149

SIGNED as a DEED by the said HI-SPEC (FAREHAM)  
LIMITED

  
.....  
Director

M.S. KERR

in the presence of:

  
.....  
Director/Company Secretary

T.E. DRAKE

362.01/G

SIGNED as a DEED by the said Genesis Audiophile Systems  
Ltd



Jonathan Wimbleton

(Director)



Tanya Chalmers

Director/ Company Secretary