

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEATPORT, LLC		08/02/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	LOOPMASTERS LIMITED		
Street Address:	1 Regency Mews		
Internal Address:	Silverdale Road		
City:	Eastbourne, East Sussex		
State/Country:	ENGLAND		
Postal Code:	BN20 7AB		
Entity Type:	Limited Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4562578	SOUNDS TO SAMPLE	
CORRESPONDENCE DATA			
Fax Number:	7172577580		
<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:	617-912-0969		
Email:	IPGroupMailbox@saul.com		
Correspondent Name:	SAUL EWING ARNSTEIN & LEHR LLP		
Address Line 1:	Centre square west		
Address Line 2:	1500 MARKET STREET, 38TH FLOOR		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102-2186		
DOMESTIC REPRESENTATIVE			
Name:	Landry, Saul Ewing Arnstein & Lehr LLP		
Address Line 1:	Centre Square West		
Address Line 2:	1500 Market Street, 38th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102-2186		
NAME OF SUBMITTER:	Brian R. Landry		
SIGNATURE:	/Brian R. Landry/		

OP \$40.00 4562578

DATE SIGNED:

08/30/2019

Total Attachments: 7

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THIS AGREEMENT is dated 2nd August 2019

PARTIES

- (1) **BEATPORT, LLC**, a limited liability company incorporated in Colorado, U.S.A., whose registered office is at Zeppelin Station, 3501 Wazee Street, Suite 318, Denver, CO 80216 ("**Assignor**"); and
- (2) **LOOPMASTERS LIMITED**, a company incorporated and registered in England and Wales with company number 06805284, whose registered office is at 1 Regency Mews, Silverdale Road, Eastbourne, East Sussex, England, BN20 7AB ("**Assignee**").

BACKGROUND

- (A) The Assignor is the proprietor of the Assets (as defined below).
- (B) By, and subject to, the terms of the Asset Purchase Agreement (as defined below), the Assignor has agreed to assign the Assets to the Assignee by this Agreement.

AGREED TERMS

1. INTERPRETATION

1.1 Definitions:

"Asset Purchase Agreement" means the asset purchase agreement to be entered into between the Assignor and the Assignee on or around the date hereof;

"Assets" means, collectively, the Patents, the Samples, the Trade Marks and the Domain Names;

"Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"Domain Names" means the internet domain names set out in Part 3 of the Schedule;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Patents" means the patents set out in Part 1 of the Schedule with short particulars;

"Samples" means sound recording samples made available for purchase or licence via the Business and in which the Assignor owns 100% of the Intellectual Property Rights and in respect of which no royalties are contractually payable by the Assignor to third parties;

"Trade Marks" means the registered trade marks set out in Part 2 of the Schedule with short particulars; and

“**VAT**”: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes email.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.
- 1.12 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. **ASSIGNMENT**

- 2.1 Pursuant to and for the consideration set out in the Asset Purchase Agreement, the Assignor hereby assigns to the Assignee absolutely, all its right, title and interest in and to the Assets, including:
 - 2.1.1 all statutory and common law rights attaching to the Assets, together with the goodwill of the business relating to the goods or services in respect of which the Assets are registered or used (as applicable);
 - 2.1.1 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 any of the Assets whether occurring before, on or after the date of this Agreement;
 - 2.1.2 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;

2.1.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications; and

2.1.4 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid.

3. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

4. ENTIRE AGREEMENT

This Agreement, together with the Asset Purchase Agreement, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

5. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

6. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

7. THIRD PARTY RIGHTS

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

8. NOTICES

8.1 A notice given to a party under or in connection with this Agreement shall be sent:

8.1.1 to the party for the attention of the contact and to the address or email address specified in clause 8.2, or to such other replacement contact or replacement address or email address as may be notified by one of the parties to the other in accordance with this clause 8; and

8.1.2 by reputable international overnight courier or by email.

8.2 The addresses for service are set out at the start of this Agreement and the email addresses and contacts for service of notices are:

- 8.2.1 Beatport LLC – for the attention of Robb McDaniels, email address: robb@beatport.com with cc to: legal@beatport.com; and
- 8.2.2 Loopmasters Limited – for the attention of Matt Pelling, email address: info@loopmasters.com.
- 8.3 A notice is deemed to have been received (provided that all other requirements in this clause have been satisfied):
 - 8.3.1 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice is left at the address; or
 - 8.3.2 if sent by email, at the time of transmission,
 - 8.3.3 unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), in which case receipt will occur when business hours resume in the place of receipt.
- 8.4 This clause 8 does not apply to the service of any proceedings or other documents in any legal action.

9. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10. GOVERNING LAW AND JURISDICTION

- 10.1 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.
- 10.2 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).

IN WITNESS whereof the parties hereto have executed this Agreement as a deed and it is delivered and takes effect on the date stated at the beginning of it.

IP ASSIGNMENT - EXECUTION VERSION

EXECUTED as a DEED
by
BEATPORT, LLC,
acting by _____

)
)
)



Director *Authorised Signatory*

In the presence of:

Witness Signature... *AD*

Witness Name... *Anne Brakel*

Witness Address... *9282 Beverly*
Bldg, Beverly Hills, CA, USA

Occupation... *Paralegal*

EXECUTED as a DEED
by
LOOPMASTERS LIMITED,
acting by _____

)
)
)

Director

In the presence of:

Witness Signature.....

Witness Name.....

Witness Address.....

Occupation.....

EXECUTED as a DEED)
by)
BEATPORT, LLC,)
acting by _____)

Director

In the presence of:

Witness Signature.....

Witness Name.....

Witness Address.....

.....

Occupation.....

EXECUTED as a DEED)
by)
LOOPMASTERS LIMITED,)
acting by _____)



Matthew Pelling (Aug 1, 2019)

Director

In the presence of:

Witness Signature Ghalsall
Ghalsall (Aug 1, 2019).....

Witness Name **Ghalsall**.....

Witness Address.....

Flat 4, 25 Dorset Gardens Brighton BN2 1GS United Kingdom

.....

Occupation **General Manager**.....

SCHEDULE**Assets****PART 1: Patents**

Publication no.	Patent no.	Date published	Date granted	Title
2013/0254076 A1	US 9,552,607 B2	09/26/2013	01/24/2017	Systems And Methods For Selling Sounds
2015-511048	JP 6,339,556 B2	04/13/2015	05/18/2018	System And Methods For Selling Sounds

PART 2: Trade Marks

Territory	Registration Number	Mark	Classes	Specification of goods or services
US	4562578	SOUNDS TO SAMPLE	9, 41	Class 9: Downloadable music recordings; downloadable music sample sound recordings Class 41: Entertainment services, namely, providing a website featuring non-downloadable music sample sound recordings and musical loop recordings; providing an Internet website portal in the field of music

PART 3: Domain Names

SOUNDSTOSAMPLE.COM
SOUNDS2SAMPLE.CO.UK
SOUNDS2SAMPLE.COM
SOUNDS2SAMPLE.INFO