

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393074

<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>
M.U.S.I.C. GROUP INNOVATION CA INC.		07/01/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	mUSIC GROUP IP LTD.		
<b>Street Address:</b>	Trident Chambers, Wickhams Cay		
<b>Internal Address:</b>	po box 146, road town		
<b>City:</b>	Tortola		
<b>State/Country:</b>	VIRGIN ISLANDS, BRITISH		
<b>Entity Type:</b>	Corporation: VIRGIN ISLANDS, BRITISH		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4166595	TC-HELICON	
<b>Registration Number:</b>	4104652	VOICELIVE	
<b>Registration Number:</b>	4091006	VOICEJAM	
<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>	6329028200		
<b>Email:</b>	legaipglob@music-group.com		
<b>Correspondent Name:</b>	Marie Villegas		
<b>Address Line 1:</b>	25 Floor Ayala-Life FGU		
<b>Address Line 2:</b>	6811 Ayala Ave.		
<b>Address Line 4:</b>	Makati, PHILIPPINES 1209		
<b>NAME OF SUBMITTER:</b>	Marie Villegas		
<b>SIGNATURE:</b>	/Marie Villegas/		
<b>DATE SIGNED:</b>	07/28/2016		
<b>Total Attachments: 8</b>			
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DEED OF ASSIGNMENT

WHEREAS, M.U.S.I.C. GROUP INNOVATION CA INC. (formerly TC-HELICON VOCAL TECHNOLOGIES INC.), a company formed in accordance with the laws of Canada, with registered office address at 202-1007 Fort Street, Victoria BC V8V 3K5, Canada (hereinafter, the "Assignor"), is the owner of the Transferred IP, hereinafter defined; and

WHEREAS, MUSIC GROUP IP LTD., a corporation formed in accordance with the laws of the British Virgin Islands, with registered office address at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands (hereinafter, the "Assignee"), is desirous of acquiring the Transferred IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor hereby assigns to Assignee all right, title and interest in and to the Transferred IP as set forth below.

**1. DEFINITIONS**

"Transferred IP" shall mean Transferred Patents, Transferred Trademarks and Transferred Domain Names and Exclusively-Used IP;

"Transferred Patents" shall mean the patents and patent applications listed at Schedule 1;

"Transferred Trademarks" shall mean the trademarks and trademark applications listed in Schedule 2; and

"Transferred Domain Names" shall mean the domains listed in Schedule 3.

"Exclusively Used IP" shall mean all other Intellectual Property Rights aside from Transferred Patents, Transferred Trademarks and Transferred Domain Names which are used exclusively in the Assignor's business of research, development, manufacturing and selling professional audio products as of the execution of this Agreement.

"Intellectual Property Rights" shall mean all industrial and intellectual property rights including patents, utility models, rights in inventions, registered designs, rights in designs, trademarks, copyright and neighboring rights, database rights, moral rights, trade secrets, and rights in confidential information and know-how (all whether registered or unregistered and including any renewals and extensions thereof) and all rights or forms of protection having equivalent or similar effect to any of these which may subsist anywhere in the world and applications for registrations of any of the foregoing;

2. PROVISIONS PERTAINING TO THE TRANSFERRED PATENTS AND TRANSFERRED TRADEMARKS

- 2.1 **Transfer of the Transferred Patents and Transferred Trademarks:** The Assignor hereby assigns with full title guarantee to the Assignee and with effort the Transferred Patents and the Transferred Trademarks and all rights in and to the Transferred Patents and the Transferred Trademarks, together with the goodwill vesting in those Transferred Patents and Transferred Trademarks, and the benefit of the applications for registration of the above with the intention that, when the applications are granted, the registrations shall vest in the Assignee. The Assignee hereby accepts the transfer.

In respect of the Transferred Patents, the Assignor also assigns to the Assignee the right to apply for, prosecute and obtain patent protection in any country for an invention embodied by any of the applications comprised in the Transferred Patents intending the right to claim priority from such applications.

- 2.2 **Proceedings:** The assignment of the Transferred IP shall include the right for the Assignee to bring proceedings in respect of any part of the Transferred IP against any third party for infringement, passing off or otherwise infringing the rights of the Assignors in the Transferred IP where such infringement occurred prior to the date of this Deed.

The Assignor also shall, without undue delay after it is asked to do so in writing by Assignee, duly complete all the forms necessary to support the Assignee with all needed declarations necessary on the Assignors' part to enforce them against third parties who infringe them, or, (in case of trademarks) who apply for trademarks which are confusingly similar to the Transferred Trademarks as listed in Schedule 2; provided that Assignee pursues its registration as new holder of the Transferred Trademarks and/or Transferred Patents without undue delay. This support will be granted for the period until the Assignee has been registered as holder of the respective intellectual property right in the registers of the respective competent offices.

- 2.3 **Registration of the Transferred Patents and the Transferred Trademarks; assistance:** The Assignee may, at any time and at its sole discretion, record the assignment of the Transferred Patents and the Transferred Trademarks in the registers of the respective competent offices. The Assignor shall, without undue delay after they are asked to do so in writing by the Assignee, duly complete all the forms and execute such documents and/or deeds and carry out all the other acts necessary for such registration in this regard, in particular issuing declarations. Any costs (excluding the internal costs of the Assignor) for such registration of the Transferred Patents and Transferred Trademarks shall be borne by the Assignee.

#### 2.4 Surrender of documents; further maintenance; costs

2.4.1 The Assignor shall, within thirty (30) days after the date of this Agreement, surrender to the Assignee the following documents relating to the Transferred Patents and Transferred Trademarks, each of them if and to the extent they actually are in the Assignor's possession or held by third parties on behalf of Assignor: (i) copies of all documents submitted to and received from patent and other registration offices during the prosecution process, (ii) copies of any material correspondence with third parties with regard to the prosecution of the Transferred Patents and the Transferred Trademarks, and (iii) if applicable, the original granting certificates for these rights.

2.4.2 The Assignee shall be responsible for maintenance and prosecution of Transferred Patents and Transferred Trademarks (e.g. paying of annuities becoming due after the date of this Agreement, duly answering official notices, etc.) as of the date of this Agreement, if not otherwise agreed upon for specific cases in writing between the Assignor and the Assignee.

### 3. PROVISIONS PERTAINING TO THE TRANSFERRED DOMAIN NAME

3.1 **Transfer:** The Assignor hereby agrees to the registration of the Transferred Domain Names in the name of the Assignee in the respective domain registers of the respective registrars. Should the registration in the name of the Assignee not be possible under applicable provisions in a certain country, or if the Assignee prefers that the Transferred Domain Names be held in the name of its affiliate, the Assignors shall, upon written request of the Assignee, register the relevant Transferred Domain Names in the name of a third party or an affiliate.



The Assignor shall, as soon as requested to do so in writing by the Assignee (and/or its designee), duly complete all the forms and execute all documents and/or deeds necessary for the registration and the acquisition of full and unrestricted technical control over the Transferred Domain Names, and shall carry out all the other acts necessary in this regard, in particular issuing declarations.

As far as Transferred Domain Names are held by an individual, the Assignor shall, do all such things as are necessary and use its best endeavors to cause such individual to sign said documentation necessary to transfer the registration.

3.2 **Surrender of Documents:** The Assignor shall, within thirty (30) days, surrender to the Assignee copies of any material correspondence with third parties (including the relevant providers) with regard to the Transferred Domain Names.

4. **EXCLUSIVELY-USED INTELLECTUAL PROPERTY RIGHTS:** The Assignor hereby assigns with full title guarantee to the Assignee absolutely and with effect from the execution of this Agreement any and all Exclusively-Used IP. The Assignee shall execute and sign all instruments, applications and documents and do all acts and things as may be reasonably be required by the Assignee to enable the Assignee to enjoy the full benefit of the rights granted to it in respect of the Exclusively-Used IP.
5. **TAXES AND LEVIES:** Taxes and other levies, in particular, withholding taxes and transfer taxes, triggered by a transfer under this Deed, shall be borne by the Assignee.
6. **COUNTERPARTS:** This Deed may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and all counterparts together will constitute one and the same instrument.
7. **TRUST:** The Assignor agrees that, to the extent that any of the rights to be assigned under this Deed are not wholly and/or validly assigned, the Assignor shall hold them upon a bare trust for the full and exclusive benefit of the Assignee.
8. **GOVERNING LAW:** This Deed will be governed by and construed in accordance with the laws of the Philippines. Each party irrevocably submits to the non-exclusive jurisdiction of the Philippines over any claim or matter arising under or in connection with this Deed.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed this \_\_\_\_ day of June 2016.

ASSIGNOR	ASSIGNEE
MUSIC Group Innovation CA Inc.	MUSIC Group IP Ltd.
By: 	By: 
Name: <u>Cheryl S. Saldana De Leon</u>	Name: <u>Marie Christine Enciso-Villegas</u>
Title: <u>Director</u>	Title: <u>Attorney-In-Fact</u>
Date: <u>7/1/16</u>	Date: <u>July 1, 2016</u>

MUSIC

SCHEDULE 1 – Transferred Patents

7	Title	Jurisdiction	Patent No. / Publication No.	Issuance Date / Publication Date	Application No.	Type
1	n/a					

music-group.com

SCHEDULE 2 – Transferred Trademarks

I	Mark	Jurisdiction	Registration No.	Class
1	Voicejam	USA	4091006	9
2	Voicelive	USA	4104652	9
3	TC-Helicon	USA	4166595	9
4	TC-Helicon	EUIPO	010339984	9



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SCHEDULE 3 - Transferred Domains

4	Domain	Expiration
1	n/a	

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**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
Makati City ) SS.

**JUL 01 2016**

BEFORE ME, a Notary Public for and in Makati City this \_\_\_th day of June 2016, personally appeared the following persons, to wit:

Name	Passport No.	Issued on	Expiration/Place of Issuance
Cheryl S. Saldana De Leon	EB7357057	11 Feb. 2013	10 Feb. 2018
Marie Christine Enciso-Villegas	EC3455121	14 Feb. 2015	13 Feb. 2020

known to me to be the same persons who executed this *Deed of Assignment* consisting of eight (8) pages, including this page on which the Acknowledgment is written, that they acknowledged to me that the same is his/her free and voluntary act and deed, and of the corporations by request.

WITNESS MY HAND AND NOTARIAL SEAL on the date year and place, first written above.

Doc. No. 751  
Page No. 37  
Book No. 11  
Series of 2016.

**ATTY. GERVACIO B. ORTIZ JR.**  
Notary Public City of Makati  
Until December 31, 2016  
IBP No. 660165-Lifetime Member  
MCLE Compliance No. V-0986934  
Appointment No. M-38-(2015-2016)  
PTR No. 5328604 Jan. 4, 2016  
Makati City Roll No. 40081  
101 Urban Ave. Campos Ruods Bldg.  
Brgy. Pio Del Pilar, Makati City