

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3503388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TYMPHANY HONG KONG LIMITED	08/27/2015
RECEIVING PARTY DATA	
Name:	D&M HOLDINGS, INC.
Street Address:	D&M BUILDING
Internal Address:	2-1 NISSHIN-CHO, KAWASAKI-KU
City:	KAWASAKI-SHI, KANAGAWA
State/Country:	JAPAN
Postal Code:	210-8569
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	7539889
Patent Number:	7996700
Patent Number:	8462627
Patent Number:	7987294
Patent Number:	7983615
Patent Number:	7944922
Patent Number:	8856209
Patent Number:	8965544
Patent Number:	8554895
Patent Number:	8423893
Patent Number:	8724600
Patent Number:	8930484
Application Number:	14629126
Application Number:	14589312
Patent Number:	8385561
CORRESPONDENCE DATA	
Fax Number:	(216)621-4072
<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>	

PATENT

Phone: 2166212234
Email: ljones@tarolli.com
Correspondent Name: GARY J. PITZER
Address Line 1: TAROLLI, SUNDHEIM, COVELL & TUMMINO LLP
Address Line 2: 1300 EAST NINTH STREET
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	SHIP-018536 US GEN D&M
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NAME OF SUBMITTER:	GARY J. PITZER
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SIGNATURE:	/Gary J. Pitzer/
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DATE SIGNED:	08/28/2015
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Total Attachments: 4

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ASSIGNMENT

This Patent Assignment Agreement (this "Assignment") is made and entered into as of August 27, 2015, by and between Tymphony Hong Kong Limited, a company incorporated under the laws of Hong Kong ("Tymphony") and D&M Holdings, Inc., a company incorporated under the laws of Japan ("D&M"), pursuant to that certain License and Transfer Agreement, dated as of November 21, 2012 (the "License Agreement") and the associated Three-Party Escrow Service Agreement, dated as of October 23, 2014 (the "Escrow Agreement"), between Tymphony and D&M. Capitalized terms used but not defined herein shall have the meanings set forth in the License Agreement or the Escrow Agreement, as applicable.

RECITALS

WHEREAS, pursuant to the License Agreement and the Escrow Agreement, Tymphony has agreed to transfer and assign unto D&M certain Deposit Material, including all of Tymphony's right, title and interest in, to and under certain Networked Audio IP owned by Tymphony;

WHEREAS, pursuant to the terms and conditions of this Assignment, the License Agreement and the Escrow Agreement, Tymphony desires to assign to D&M all of Tymphony's right, title and interest in, to and under the United States and foreign patent rights owned by Tymphony and listed on Exhibit A attached hereto and incorporated herein by reference ("Patents"), and D&M desires to accept such assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

For the consideration set forth in the License Agreement and the Escrow Agreement, and intending to be legally bound, Tymphony hereby irrevocably sells, assigns, conveys, transfers, delivers, and sets over to D&M and its successors and assigns, and D&M does hereby accept, (i) all of the right, title, and interest of Tymphony in and to all of the Patents listed on Exhibit A hereto in the United States and all jurisdictions outside the United States, including the right to apply for letters patent in any and all such jurisdictions based on said Patents, and including all divisionals, renewals, substitutes, continuations, continuations-in-part, reexaminations, inter partes reviews, reissues, extensions, and convention applications or patents based upon such Patents, and any and all letters patent that may issue thereon, in any and all such jurisdictions, to the full end of the term or terms for which said letters patent may be issued, and every priority right that may be predicated upon the foregoing, the same to be held and enjoyed by D&M for its own use and benefit and for the use and benefit of its successors and assigns to be used as fully and entirely as said rights would have been held and enjoyed by Tymphony if this assignment had not been made, and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Patents.

Tymphony will (a) execute and deliver such further instruments and documents and take such other actions as D&M may reasonably request in order to effectuate the purposes of this Assignment and to carry out the terms hereof, and (b) take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable

laws, regulations, and agreements, or otherwise to consummate and make effective the transactions contemplated by this Assignment.

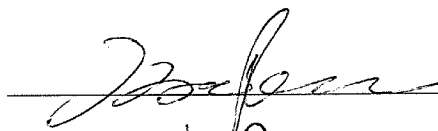
Tymphany hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to record the transfer of the Patents to D&M as purchaser and assignee of Tymphany's entire right, title and interest in, to and under the Patents, and to issue to D&M all letters patent and other items referred to above which may issue with respect to the Patents, in accordance with this Assignment

The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

Tymphany and D&M acknowledge and agree that the terms of the License Agreement and the Escrow Agreement, including the representations, warranties, covenants, agreements and indemnities, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the License Agreement, the Escrow Agreement and the terms of this Assignment, the terms of the License Agreement and the Escrow Agreement shall govern. This Assignment may be executed in any number of counterparts, all of which together shall constitute one and the same document. A photocopied or facsimile signature shall be deemed to be the functional equivalent of a manually executed original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date below indicated.


Name: Jack Pan

Title: COO of Tymphony Hong
Kong Limited (ASSIGNOR)

Date: August 27, 2015

WITNESS:



Print Name: Simon Hwang

Address: 669, Ruey Kuang Road,
Neihu 114, Taipei, Taiwan

Date: August 27, 2015

EXHIBIT A

<u>PATENT, APPLICATION, OR PUBLICATION NO.</u>	<u>FILING DATE</u>
EP1977537 (France)	2006/12/22
EP1977537 (Germany)	2006/12/22
EP1977537 (United Kingdom)	2006/12/22
U.S. 7,539,889	2006/11/13
U.S. 7,996,700	2009/4/15
U.S. 8,462,627	2006/11/27
U.S. 7,987,294	2007/10/16
U.S. 7,983,615	2007/10/16
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EP2449728	2010/6/30
EP2801181	2014/8/5
U.S. 14/629,126	2015/2/23
U.S. 14/066,646	2013/10/29
U.S. 14/589,312	2015/1/5