

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4968591

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the CONVEYING PARTY DATA BY DELETING NIPPON HOSO KYOKAI AS A CONVEYING PARTY previously recorded on Reel 045833 Frame 0567. Assignor(s) hereby confirms the INFORMATION PROVIDED ON THE NEW COVER SHEET IS TRUE AND CORRECT AND THAT IT IS A TRUE COPY OF THE ORIGINAL DOCUMENT.	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PKT TECHNOLOGIES PTY LTD.	01/19/2018
	FAIRLIGHT JAPAN INC.	01/19/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BLACKMAGIC DESIGN PTY LTD.	
<b>Street Address:</b>	11 GATEWAY COURT,	
<b>City:</b>	PORT MELBOURNE, VICTORIA	
<b>State/Country:</b>	AUSTRALIA	
<b>Postal Code:</b>	3207	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	8249283
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)360-9315	
<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>	3123600080	
<b>Email:</b>	kmckenzie@gbc.law	
<b>Correspondent Name:</b>	GREER BURNS & CRAIN LTD.	
<b>Address Line 1:</b>	300 S. WACKER DR.	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606	
<b>ATTORNEY DOCKET NUMBER:</b>	4582.081473	
<b>NAME OF SUBMITTER:</b>	PATRICK G. BURNS	
<b>SIGNATURE:</b>	/Patrick G. Burns/	
<b>DATE SIGNED:</b>	05/18/2018	
<b>Total Attachments: 6</b>		
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source=Assignment#page5.tif  
source=Assignment#page6.tif

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Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

**PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1

Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT										
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT										
<b>CONVEYING PARTY DATA</b>											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>PKT TECHNOLOGIES PTY LTD.</td><td>01/19/2018</td></tr><tr><td>FAIRLIGHT JAPAN INC.</td><td>01/19/2018</td></tr><tr><td>NIPPON HOSO KYOKAI</td><td>01/19/2018</td></tr></tbody></table>		Name	Execution Date	PKT TECHNOLOGIES PTY LTD.	01/19/2018	FAIRLIGHT JAPAN INC.	01/19/2018	NIPPON HOSO KYOKAI	01/19/2018		
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<b>Address Line 1:</b>	300 S. WACKER DR.
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	4582.081473
<b>NAME OF SUBMITTER:</b>	PATRICK G. BURNS
<b>Signature:</b>	/Patrick G. Burns/
<b>Date:</b>	05/17/2018
<b>Total Attachments: 4</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	
<b>RECEIPT INFORMATION</b>  <b>EPAS ID:</b> PAT4966007 <b>Receipt Date:</b> 05/17/2018	

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## DEED OF ASSIGNMENT

THIS ASSIGNMENT IS MADE on the ~~day of July 2017~~ **19 TH DAY OF JANUARY 2018**

**BETWEEN** PKT Technologies Pty Ltd (formerly, Fairlight AU Pty Ltd) (ACN 104 307 888) of KFT Investments Pty Ltd, Lifestyle Building, Level 2, Suite 23, 1 East Ridge Drive, Chirnside Park, Victoria 3116 (**Fairlight**)

**AND** Fairlight Japan Inc. of 3-10-3 Ikejiri, Setagaya-ku, Tokyo 154-0001, Japan (**Fairlight Japan**)

(together, jointly and severally, the **Assignors**)

**AND** Nippon Hoso Kyokai of 2-1, Jinnan 2-chome, Shibuya-ku, Tokyo 150-8001, Japan (**NHK**)

**AND** Blackmagic Design Pty Ltd (ACN 098 098 287) of 11 Gateway Court, Port Melbourne, Victoria 3207, Australia (**the Assignee**)

### RECITALS

- A. The Assignors and NHK are the applicants named in the patent application and granted patents set out in the Schedule (**the Patents**) in respect of the inventions the titles of which are set out in the Schedule (**the Inventions**).
- B. Fairlight has, according to an Asset Sale Agreement dated 1 September 2016 (**the Asset Sale Agreement**), agreed to assign of its 10% interest in the Patents and the Inventions to the Assignee.
- C. Fairlight Japan has previously assigned its 5% interest in the Patents and Inventions to Fairlight. Fairlight Japan agrees to enter into this Assignment to confirm its assignment of its 5% interest in the Patents and the Inventions.
- D. NHK consents to the assignment of Fairlight's rights in respect of the Patents and the Inventions to the Assignee under the terms of this Assignment.

### THIS ASSIGNMENT WITNESSES

#### 1. ASSIGNMENT

- 1.1 Fairlight assigns absolutely to the Assignee, with effect from the date of this Assignment, all of its current and future right, title and interest in and to the Patents and the Inventions (being its 10% interest), free of any Encumbrance.
- 1.2 Fairlight Japan confirms it has assigned absolutely to Fairlight, with effect from the date of this Assignment, all of its current and future right, title and interest in and to the Patents and the Inventions, free of any Encumbrance.
- 1.3 The Assignment effected by clause 1.1 includes any rights of Fairlight to:
  - (a) subject to any agreement with NHK to the contrary, claim priority from the Patents in respect of applications made for the grant of a patent anywhere in the world; and
  - (b) subject to any agreement with NHK to the contrary, bring legal proceedings, and to obtain any relief to which one or more of the Assignors were entitled immediately before executing this Assignment (if any), in respect of any infringement of any part of the Assignors' rights in relation to the Patents or the Inventions which occurs before or after the date of this Assignment.
- 1.4 NHK consents to the Assignment effected by clause 1.1 and acknowledges the assignment referred to in clause 1.2.
- 1.5 Nothing in this Assignment gives rise to a transfer in title of the rights of NHK in respect of the Patents and the Inventions.

- 1.6 The Assignors agree to provide any assistance reasonably required by the Assignee in order to give full effect to this Assignment (including the execution of any documents). Each of Fairlight and Fairlight Japan irrevocably appoints each of the directors of the Assignee from time to time severally (or the Assignee, if the Assignee is an individual) as the Fairlight's or Fairlight Japan's attorney (as applicable) to do all acts and execute all documents which that party is obliged to do or execute by this clause.
- 1.7 The Assignors undertake, and will ensure each of its related bodies corporate undertake, to not do any act, nor procure or assist any person to:
  - (a) directly or indirectly contest or challenge the Assignee's right, title and interest in and to the Patents and the Inventions; and
  - (b) commence any opposition, revocation, strike off or removal actions in respect of the Patents or any other applications for the grant of a patent in respect of the Inventions.
- 1.8 In this Assignment, **Encumbrance** includes a licence, trust, charge, mortgage, option to license or purchase, and any right or interest granted to secure any debt, obligation or liability, including a security interest under the *Personal Property Securities Act*.

## 2. GENERAL

- 2.1 In this Assignment, unless the context does not permit it;
  - (a) a reference to the singular includes the plural and vice versa;
  - (b) a reference to any gender includes all other genders; and
  - (c) any form of the word "include" does not imply any limitation.
- 2.2 This Assignment (and the validity and enforceability of this Assignment) is governed by and to be interpreted in accordance with the law of the State of Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria, and the federal courts of the Commonwealth of Australia.
- 2.3 This Assignment may be signed in multiple copies, all of which shall constitute a single Assignment and each of which shall be deemed to be an original.
- 2.4 This Assignment may be signed in counterparts. If this Assignment is signed in counterparts, it shall not be legally enforceable until the parties exchange the signed counterparts, which may be by electronic means. If exchange is carried out electronically, each party must promptly deliver a hard copy of this Assignment executed by it to the other party, but failure to do so will not affect the enforceability of this Assignment.
- 2.5 The rights and obligations of the parties under this Assignment do not merge on completion of any transaction contemplated by this Assignment.

## 3. AUTHORITY TO EXECUTE

- 3.1 Each of the parties warrants its power to enter into this Assignment.
- 3.2 Any individual executing this Assignment on behalf of a party warrants that he or she has been fully empowered to execute this Assignment and that all necessary action to authorise execution of this Assignment has been taken.

## SCHEDULE

<b>Country</b>	<b>Patent Number</b>	<b>Title</b>
PCT APPLICATION	PCT/JP2007/050781	Three-dimensional acoustic
	Pub. No. WO2007/083739	panning device
AUSTRALIA	2007207861	Three-dimensional acoustic
		panning device
USA	Pub No. 2010/0157726	Three-dimensional acoustic
	Patent No. 8,249,283	panning device

Executed as a deed

Executed by PKT Technologies Pty Ltd (formerly,  
Fairlight AU Pty Ltd) ACN 104 307 888 in accordance )  
with s 127(1) of the Corporations Act 2001:

Signature of Director

ALEXANDER KERR  
Print full name

Signature of Director/Company Secretary

STEVEN KERR  
Print full name

Executed by Nippon Hoso Kyokai: )  
)

Signature of authorised representative

Print full name

Signature of witness

Print full name

Executed by Fairlight Japan, Inc.: )  
)

Signature of authorised representative

Print full name

Signature of witness

Print full name

Executed by Blackmagic Design Pty Ltd ACN 098 098 )  
287 in accordance with s 127(1) of the Corporations Act )  
2001:

Signature of Director

Print full name

Signature of Director/Company Secretary

Print full name

Executed as a deed

Executed by PKT Technologies Pty Ltd (formerly, )  
Fairlight AU Pty Ltd) ACN 104 307 888 in accordance )  
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.....  
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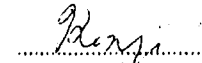
.....  
Print full name

Executed by Nippon Hosokyo Kyokai:

)

  
.....  
Signature of authorised representative

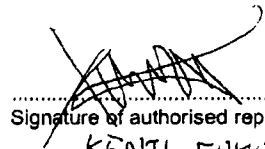
.....  
Toru Kuroda  
.....  
Print full name

  
.....  
Signature of witness

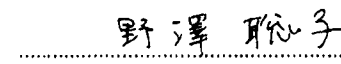
.....  
Kenji Nakashima  
.....  
Print full name

Executed by Fairlight Japan, Inc.:

)


  
.....  
Signature of authorised representative

.....  
KENTI FUKUDA  
.....  
Print full name

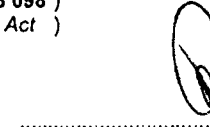
  
.....  
Signature of witness

.....  
SATOKO NOZAWA  
.....  
Print full name

Executed by Blackmagic Design Pty Ltd ACN 098 098 )  
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2001:

  
.....  
Signature of Director

.....  
Douglas Clarke  
.....  
Print full name

  
.....  
Signature of Director/Company Secretary

.....  
Grant Petty  
.....  
Print full name