

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5453783

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DIGITAL JESTER LIMITED	03/30/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MIDASPLAYER.COM LIMITED	
<b>Street Address:</b>	THE AMPERSAND BUILDING, 178 WARDOUR STREET	
<b>City:</b>	LONDON	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	W1F 8FY	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	29621665
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)857-6395	
<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>	2028576000	
<b>Email:</b>	patentdocket@arentfox.com, Ziriadou.Amadou@arentfox.com	
<b>Correspondent Name:</b>	ARENT FOX LLP	
<b>Address Line 1:</b>	1717 K STREET, NW	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20006	
<b>ATTORNEY DOCKET NUMBER:</b>	036256.00023	
<b>NAME OF SUBMITTER:</b>	ZIRIATOU AMADOU	
<b>SIGNATURE:</b>	/Ziriadou Amadou/	
<b>DATE SIGNED:</b>	04/02/2019	
<b>Total Attachments: 8</b>		
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**PATENT**

**REEL: 048770 FRAME: 0606**

DATED *30 March* 2016

**MIDASPLAYER.COM LIMITED**

**and**

**DIGITAL JESTER LIMITED**

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**BUSINESS PURCHASE AGREEMENT**

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**THIS AGREEMENT** is made the 30<sup>th</sup> day of March, 2016, to be effective on 1 April 2016  
(the "Effective Date")

**BETWEEN:**

1. Digital Jester Limited of The Ampersand Building, 178 Wardour Street, London, W1F 8FY (registered in England No. 08098641) (the "Seller"); and
2. Midasplayer.com Limited of The Ampersand Building, 178 Wardour Street, London, W1F 8FY (registered in England No. 04534247) (the "Purchaser").

**WHEREAS** the Seller has agreed to sell and the Purchaser has agreed to purchase the Business as a going concern on the terms set out in this Agreement.

REDACTED

REDACTED

**4. Title**

The Purchaser shall accept without enquiry, requisition or objection such title as the Seller may have in the property, rights and assets agreed to be sold pursuant to this Agreement. Without prejudice to the generality of clause 9 (Entire agreement), the Purchaser acknowledges that in entering into this Agreement it has not relied on any

covenant, warranty, representation, guarantee, promise, inducement, indemnity or undertaking whatsoever (whether by the Seller or any of its officers, employees, professional advisers or agents) and that it is fully aware of the assets and liabilities and the financial and trading position and prospects of the Business and shall not be entitled to make any objection or claim against the Seller or any of its officers, employees, professional advisers or agents in respect of any such matters.

**5. Completion**

**5.1** Completion shall take place as soon as reasonably practicable after the signature of this Agreement.

**5.2** At Completion the Seller shall:

- (A) deliver to the Purchaser those assets agreed to be sold pursuant to this Agreement which are capable of transfer by delivery, with the intent that title in such assets shall pass by and upon delivery; and
- (B) do or procure the carrying out of all such acts and/or execute or procure the execution of all such documents as the Purchaser may reasonably consider necessary for vesting the Business in the Purchaser and giving the Purchaser the full benefit of this Agreement.

**5.3** At Completion the Purchaser shall pay to the Seller the amount specified in clause 3 (Consideration).

**6. Employees**

The Regulations will apply to the transfer of the Business under this Agreement, so that the contracts of employment of the Employees (except in respect of terms relating to old age, invalidity or survivors under occupational pension arrangements, but without prejudice to the Purchaser's obligations in respect of the Employees under section 258 of the Pensions Act 2004) will have effect from Completion as if originally made between the Purchaser and the Employees.

**REDACTED**


REDACTED

REDACTED

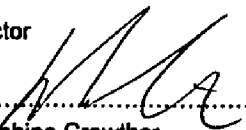


**IN WITNESS** whereof this Agreement has been duly executed by the parties on the day first before written

Signed, Sealed and delivered as a deed by  
Midasplayer.com Limited

)   
) .....  
)  
) Director

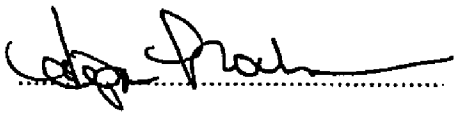
As witnessed by:

)   
) .....  
) Josephine Crowther  
) Flat 301, West Block  
) Forum Magnum Square  
) London, SE1 7GL

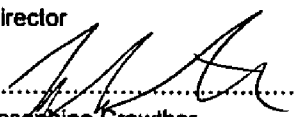
Occupation of Witness:

) Paralegal

Signed, Sealed and delivered as a deed by  
Digital Jester Limited

)   
) .....  
)  
) Director

As witnessed by:

)   
) .....  
) Josephine Crowther  
) Flat 301, West Block  
) Forum Magnum Square  
) London, SE1 7GL

Occupation of Witness:

) Paralegal

