

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5620933

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TIME MACHINE CAPITAL LIMITED	02/01/2019
RECEIVING PARTY DATA		
Name:	MASHTRAXX LIMITED	
Street Address:	29 WOOD STREET	
Internal Address:	STRATFORD-UPON-AVON	
City:	WARWICKSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	CV37 6JG	
PROPERTY NUMBERS Total: 4		
	Property Type	Number
	Patent Number:	9697813
	Patent Number:	10032441
	Application Number:	16263201
	Application Number:	16035234
CORRESPONDENCE DATA		
Fax Number:	(650)842-1301	
<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>		
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ATTORNEY DOCKET NUMBER:	RFB1P021/21C1/21C2/21C3	
NAME OF SUBMITTER:	JONATHAN O. SCOTT	
SIGNATURE:	/Jonathan O. Scott/	
DATE SIGNED:	07/15/2019	
Total Attachments: 19		
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Dated: 1 February 2019

(1) Time Machine Capital Limited [Company No. 09454488]
having its registered office 29 Wood Street
Stratford-upon-Avon, Warwickshire CV37 6JG

-AND-

(2) Mashtraxx Limited [Company No. 09467768]
having its registered office 29 Wood Street
Stratford-upon-Avon, Warwickshire CV37 6JG

AGREEMENT TO ASSIGN PATENTS, PATENT APPLICATIONS
AND OTHER RIGHTS

THIS AGREEMENT is made the first day of February in the year two thousand and nineteen (01-02-2019), and is BETWEEN:

- (1) Time Machine Capital Limited whose company number is No. 09454488 and whose registered office is at 29 Wood Street, Stratford-upon-Avon, Warwickshire CV37 6JG, United Kingdom ("the ASSIGNOR"); and
- (2) Mashtraxx Limited whose company registration number is No. 09467768 and whose registered office is at 29 Wood Street, Stratford-upon-Avon, Warwickshire CV37 6JG, United Kingdom ("the ASSIGNEE").

RECITALS

- (A) The ASSIGNOR is the owner of certain granted national patent rights and national and international patent applications.
- (B) The ASSIGNOR is willing to assign INTELLECTUAL PROPERTY RIGHTS to the ASSIGNEE such that the ASSIGNEE becomes legal owner and applicant/patentee in its place and such that the ASSIGNEE derives full title therein, including but not limited to full title in PATENT RIGHTS, and can freely enforce such INTELLECTUAL PROPERTY RIGHTS for past and future infringement events and/or otherwise dispose of or licence such INTELLECTUAL PROPERTY RIGHTS as it sees fit.
- (C) The ASSIGNEE wishes to acquire and is willing to assume all responsibilities and interests in and all liabilities relating to or arising from acquiring and maintaining the INTELLECTUAL PROPERTY RIGHTS.
- (D) The parties to this AGREEMENT have agreed that the PATENT RIGHTS and all rights resulting therefrom or relating thereto, including (but not limited to) rights to conventional priority under the Paris Convention and the right to apply for corresponding foreign national patents within the European Patent Convention and worldwide (including the USA) as well as all rights in divisional patent

applications, continuation applications, reissues and/or continuation-in-part applications related to or derivable from the PATENT RIGHTS, shall be transferred to the ASSIGNEE by a separate assignment set out in SCHEDULE 2, to be executed contemporaneously herewith and upon the terms and for the consideration contained in this AGREEMENT.

IT IS AGREED as follows:

1. Definitions

1.1 The following terms shall have the following meanings:

CONSIDERATION the payment of £1.00 (one pounding sterling) and the undertaking of the ASSIGNEE to reimburse and/or settle all costs and charges incurred by the ASSIGNOR to date in developing the INTELLECTUAL PROPERTY RIGHTS, including the costs and expenses incurred in seeking and/or registering and/or maintaining such INTELLECTUAL PROPERTY RIGHTS, in exchange for the immediate and unencumbered assignment of those INTELLECTUAL PROPERTY RIGHTS from the ASSIGNOR to the ASSIGNEE;

INVENTION(s) means any invention (i) as claimed or otherwise disclosed in or suggested by any patent application(s) of the PATENT RIGHTS, or (ii) derived from or related to the PATENT RIGHTS and/or (iii) disclosed, suggested and/or embodied in any aspect of the INTELLECTUAL PROPERTY RIGHTS transferred hereunder, including but not limited to any invention (whether patentable or not) articulated or suggested by know-how or a trade secret and/or contained within any coding or concepts relating to music technology (irrespective of whether such have been reduced to practice or otherwise are within the possession of the ASSIGNOR);

INTELLECTUAL

PROPERTY RIGHTS

means the PATENT RIGHTS and all inventions and innovations relating to the business interests of the ASSIGNEE in any field of music technology relating to any aspect of downloading, uploading, editing, playing, storing, copying, streaming, monitoring, identification of or searching for, categorization of, commercial monetization of, promotion [in the sense of pushing of new or existing content] and/or the coding of either music and/or multi-media applications that make use of music, audio samples and/or visual materials in any way whatsoever, as well as any copyrights and any and all unregistered or registered design rights and related know-how and/or trade secrets (whether patentable or not either now or in the future) pertaining to the aforescribed activities and interests and particularly, but not exclusively, the coding and/or the categorization and/or the identification of musical tracks to implement commercially either the technology described in the PATENT RIGHTS and/or the technology to implement emotional-perceptive "Trackfinder" concepts and technology that identifies associations between music tracks and/or the technology to assemble media content containing sequenced and/or choreographed audio or sound files, video files and/or image files;

NOMINATED ACCOUNT means the account held in the name of the ASSIGNOR;

PATENT RIGHTS means (i) UK patent GB 2539875B, (ii) US patent US 9,697,813, (iii) UK patent application 1712715.0 (publication number GB2550090), (iv) US patent application 15/189,306 (publication number US 2016/0372095 and US patent 10032441), (v) Australian patent application AU2016281746, (vi)

Canadian patent application CA2990320, (vii) Chinese patent Application 2016 80036967.2 (national publication number 108064406), (viii) India patent Application 201817000326 (national publication number 201817000326), (ix) Taiwanese patent application 105119565, (x) European patent application 16744830.7 (publication number EP 3311383), (xi) international patent application PCT/GB2016/051862 (publication number WO2016/207625), (xii) UK patent application GB 1621753.1 (UK publication number GB2557970), (xiii) UK patent application GB 1719095.0, (xiv) US patent application US 15/846,692 (US publication number 2018-0181730), (xv) international patent application PCT/EP2017/083589 (publication number WO2018/114976), (xvi) US patent application 16/263,201; (xvii) US patent application 16/035,234 (publication number 2018/0322855); and (xviii) Hong Kong patent application 18106324.4 (national patent application number HK1246965).

PATMENT DATE on or after 1 February 2019;

- 1.2 The singular includes the plural and vice versa.
- 1.3 Unless the context otherwise indicates, references to clauses, sub-clauses, recitals and to schedules are to clauses and sub-clauses of, and recitals and schedules to, this AGREEMENT.
- 1.4 References in this AGREEMENT to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
2. **Transfer of PATENT RIGHTS**

2.1 The ASSIGNOR and the ASSIGNEE shall execute the Assignment in Schedule 2 forthwith.

3. Prosecution of Patent Application(s)

3.1 The ASSIGNEE shall be entitled to, but is not obliged to assume, all INTELLECTUAL PROPERTY RIGHTS, including the PATENT RIGHTS, and to instruct patent agents of its choice to obtain or prosecute those rights to grant and, thereafter, to enforce or defend the acquired rights in any post-grant proceedings. The ASSIGNEE shall be responsible for the costs of so doing and for all expenses and filing fees, including Patent Office fees.

3.2 The ASSIGNEE shall be entitled to, but is not obliged to, file or cause to be filed or registered national and/or regional patent applications and/or national validation(s) of the PATENT RIGHTS for any INVENTION(s) described in or derivable from the PATENT RIGHTS or INTELLECTUAL PROPERTY RIGHTS, and may instruct patent agents of its choice to manage post-grant proceedings. The ASSIGNEE shall be responsible for the costs of so doing and for all expenses and filing fees, including Patent Office fees.

3.3 The ASSIGNOR shall at the expense of the ASSIGNEE render to the ASSIGNEE all reasonable assistance to enable the ASSIGNEE to obtain statutory or common-law protection for any of the INTELLECTUAL PROPERTY RIGHTS, including the PATENT RIGHTS, including (but not limited to) patent protection in the countries of the ASSIGNEE's choice.

3.4 The ASSIGNOR shall do all acts and execute all documents, make declarations and the like which are necessary or desirable to support both acquisition of granted rights in the name the ASSIGNEE and/or transfer of any of the INTELLECTUAL PROPERTY RIGHTS so that all rights, titles and interests therein vest in the ASSIGNEE absolutely and such that the ASSIGNEE may make use of (by itself or through its agents or licensees) or dispose of any of the INTELLECTUAL PROPERTY RIGHTS, including the PATENT RIGHTS, as it see fit.

3.5 At the date of this AGREEMENT, the ASSIGNEE shall be free to allow any of the INTELLECTUAL PROPERTY RIGHTS, including the PATENT RIGHTS (whether granted or pending in the form of an application or granted as a patent), to lapse or, at its sole discretion, the ASSIGNEE may surrender or cancel any of the INTELLECTUAL PROPERTY RIGHTS.

3.6 The ASSIGNEE shall be liable to pay all renewal fees necessary to keep in force any of the INTELLECTUAL PROPERTY RIGHTS, including the PATENT RIGHTS, that it desires to remain active, valid and/or enforceable.

3.7 In the intervening period between the date of this AGREEMENT and the point when national patent office registers record the change in ownership of the PATENT RIGHTS in favour of the ASSIGNEE, the ASSIGNOR hereby agrees both to take all reasonable care and to undertake all actions instructed by the ASSIGNEE to ensure that the rights in the PATENT RIGHTS or the INTELLECTUAL PROPERTY RIGHTS are maintained. The ASSIGNEE shall, however, be responsible for all costs incurred through this obligation.

4. Licences

4.1 The ASSIGNEE shall be free to grant licences under and of the INTELLECTUAL PROPERTY RIGHTS and to grant rights in or under those INTELLECTUAL PROPERTY RIGHTS on such terms as the ASSIGNEE may, in its sole and absolute discretion, determine including (but not limited to) terms relating to exclusivity, duration, scope of commercial application, area of manufacture or use, an amount of consideration and the like.

5. Disclosure & Acquired Rights

5.1 The ASSIGNOR will promptly disclose and deliver in writing to the ASSIGNEE full and complete details of any and every invention, improvement, innovation, discovery, design (including any conceptual design drawings), specification or idea developed or conceived by the ASSIGNOR solely or jointly with others at any time prior to the date of this AGREEMENT, whether believed to be capable of legal protection or not and which:

5.1.1 relates to or might relate to the actual or anticipated business activities of the ASSIGNEE; or

5.1.2 might be made the object of research by the ASSIGNEE;

5.1.3 results from or is suggested by work which any employee or consultant of the ASSIGNOR has done on behalf of the ASSIGNOR.

5.2 All INTELLECTUAL PROPERTY RIGHTS and any and every invention, improvement, innovation, discovery, design specification, design drawing, copyright or idea developed or conceived by the ASSIGNOR prior to the date of this AGREEMENT made in connection with or in any way affecting or relating to the ASSIGNEE's business interests or is capable of being used or adapted for use by the ASSIGNEE or in connection with the ASSIGNEE's business interests shall, as between the ASSIGNOR and the ASSIGNEE, belong to and be the absolute property of the ASSIGNEE and shall be assigned to the ASSIGNEE at its request.

5.3 For the CONSIDERATION received - the sufficiency and receipt of which are both hereby acknowledged - the ASSIGNOR acknowledges and hereby assigns (if not actually assigns), sells and transfers with full title guarantee unto the ASSIGNEE, but at least now agrees to assign, sell and transfer in a confirmatory assignment document, all its rights in the INTELLECTUAL PROPERTY RIGHTS and PATENT RIGHTS and, furthermore, any and all related Letters Patent or other equivalent rights of protection in and for all countries in any way derivable from the PATENT RIGHTS. Explicitly, under this clause, the ASSIGNOR agrees to assign, sell and transfer and does (without retaining any future rights or interests whatsoever) assign, sell and transfer unto the ASSIGNEE:

5.3.1 the full and exclusive benefit of worldwide right(s) and title(s) to and interest(s) all INTELLECTUAL PROPERTY RIGHTS;

5.3.2 all the worldwide rights of the ASSIGNOR to and in the INTELLECTUAL PROPERTY RIGHTS and especially the PATENT RIGHTS in so far as they either now exist or otherwise arise in consequence of this AGREEMENT;

5.3.3 the worldwide rights and interests to apply for and obtain letters patent or design registration(s), as the case may be, under any international convention or national legislation, including the rights and interests in any re-issue, continuation and/or divisional application before the USPTO, or the right to apply and obtain other similar forms of

protection in or for inventions and designs for which the ASSIGNOR contributes and/or is responsible and which relate to the business interests of the ASSIGNEE. In this respect, the ASSIGNOR will

5.3.3.1 authorize and request the Commissioner of Patents and Trademarks of the United States of America to issue Letters Patent upon an application for Letters Patent filed in the United States for said Inventions and upon any division, extension, continuation or reissue thereof to the ASSIGNEE for the sole use and behoof of the ASSIGNEE, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, the same as they would have been held and enjoyed by ASSIGNOR had this Assignment not been made, and the ASSIGNOR hereby authorizes and requests the equivalent authorities in foreign countries to issue the patents, design registrations and trade marks of their respective countries to the ASSIGNEE; and

5.3.4 the worldwide rights, in relation to the INTELLECTUAL PROPERTY RIGHTS, to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise, including applications for injunctive relief, in respect of all infringements of any patent, copyright, trade mark, trade secret or design registration granted pursuant to any application irrespective of whether such infringements take place before or after the date of this AGREEMENT; and

5.3.5 all rights and interests vested in, available to or acquired by the ASSIGNOR under any and all international conventions, including the right to claim priority under the Paris Convention, and treaties relating to (without limitation) applications for patents, registrations or rights that otherwise subsist, arise by application, relate or otherwise come into existence from, through or as a consequence of the INTELLECTUAL PROPERTY RIGHTS; and

5.3.6 full rights to exercise control and/or disposal, including sale or mortgaging, over the INTELLECTUAL PROPERTY RIGHTS as the ASSIGNEE sees fit

5.4 Insofar as may be necessary, the ASSIGNOR expressly now assigns, but at least agrees to assign or obtain agreement to assign, and transfers to the ASSIGNEE the copyright in all works eligible for copyright, including, literary and artistic works and software programs of which they may be the author or which works were commissioned by the ASSIGNOR with respect to the INTELLECTUAL PROPERTY RIGHTS.

6. Purchase Price

- 5.1 The ASSIGNEE shall pay and effect upon the date of this AGREEMENT the CONSIDERATION to The ASSIGNOR.

7. Taxation

- 7.1 All sums due under this AGREEMENT:

7.1.1 are exclusive of any Value Added Tax which shall be payable in addition by the ASSIGNEE on the rendering by the ASSIGNOR of any appropriate Value Added Tax Invoice;

7.1.2 shall be made in full without deduction of taxes charges and other duties (including any withholding or other income taxes) that may be imposed except where the ASSIGNEE is required by law to make such deduction or withholding, in which event the ASSIGNEE shall ensure that the deduction or withholding does not exceed the minimum amount legally required.

- 7.2 The ASSIGNEE agrees to release and indemnify The ASSIGNOR from and against all liability of whatever nature rising out of The ASSIGNEE's failure duly and timely to pay and discharge any of the above-mentioned taxes.

8. Supply of Information

- 8.1 The ASSIGNOR agrees with the ASSIGNEE to:

8.1.1 inform The ASSIGNEE of all technical information relating to the INTELLECTUAL PROPERTY RIGHTS, including (but not limited to) any information received by any professional advisors and/or relevant patent authorities concerning the PATENT RIGHTS;

7.1.2 supply The ASSIGNEE with any documents or drawings relevant to any invention under development by the ASSIGNOR and relating to the ASSIGNEE's business interests; and

7.1.3 where appropriate and if necessary, license on an irrevocable, perpetual and royalty free basis the ASSIGNEE to use such information, documents or drawings.

9. Partnership Denied

9.1 It is hereby declared and acknowledged by the parties hereto that nothing herein shall constitute them partners or agents one for the other, unless as otherwise mutually agreed by the parties in writing. Neither party shall have any authority to bind the other legally or equitably by contract, admission, acknowledgment, undertaking, or estoppel, nor may either party claim from the other any losses suffered by him out of the operation of this Agreement otherwise than is expressly provided therein.

10. General

10.1 Warranty

The ASSIGNOR warrants, represents and undertakes that it

10.1.1 is the sole legal and beneficial owner of the INTELLECTUAL PROPERTY RIGHTS, including the PATENT RIGHTS, and has full power to enter into this AGREEMENT;

10.1.2 has not done or omitted to do and is not aware of any act that will prevent patents, identified in the PATENT RIGHTS, from being granted or the INTELLECTUAL PROPERTY RIGHTS from being transferred, granted and/or assigned to the ASSIGNEE; and

10.1.3 has not mortgaged or used any of the INTELLECTUAL PROPERTY RIGHTS as surety and that no title or interest is owned in the INTELLECTUAL PROPERTY RIGHTS by any third party.

10.2 Whole agreement

This AGREEMENT contains the whole agreement between the parties in respect of the PATENT RIGHTS AND INTELLECTUAL PROPERTY RIGHTS and supersedes any prior written or oral agreement between them relating to it, and the parties confirm that they have not entered into this AGREEMENT on the basis of any representations that are not expressly incorporated in it. This AGREEMENT shall not be amended unless agreed to in writing by duly authorized representatives of the parties.

10.3 Headings

Headings contained in this AGREEMENT are for reference purposes only and shall not be incorporated into this AGREEMENT and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

10.4 Proper law and jurisdiction

This AGREEMENT shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

10.5 Legal Assignment

A separate legal assignment to be executed by the parties is attached hereto as Schedule 2.

10.6 The Recitals and Schedules shall be treated as integral and active parts of this AGREEMENT to the extent that they shall be used to interpret the terms of this AGREEMENT as if they were recited directly therein.

10.7 If any provision of this AGREEMENT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other part of that provision or the other provisions of this AGREEMENT which shall remain in full force and effect. The parties agree, in the circumstances referred to in this clause, to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

10.8 No person other than the contracting parties may enforce any provision of this AGREEMENT by virtue of the Contracts (Rights of Third Parties) Act 1999.

SIGNED as a DEED by two of the Directors of Time Machine Capital Limited (the ASSIGNOR)



Philip WALSH

Director & Chairman of the Board



Nick WARDEN

Director & Chief Financial Officer

1 February 2019

in the presence of:



Signature & Name Aruna UASITHA

SIGNED as a DEED by two of the Directors of Mashtraxx Limited (The ASSIGNEE) represented by and acting through two of its Directors



Philip WALSH

Director & Chairman of the Board

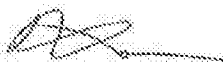


Joseph LYSKE

Managing Director

1 February 2019

in the presence of:



Signature & Name Aruna UASITHA

**ASSIGNMENT OF PATENTS, PATENT APPLICATIONS AND OTHER
INTELLECTUAL PROPERTY RIGHTS**

Date: 1 February 2019

Parties:

- (1) Time Machine Capital Limited whose company number is No. 09454488 and whose registered office is at 29 Wood Street, Stratford-upon-Avon, Warwickshire CV37 6JG, United Kingdom ("the ASSIGNOR"); and
- (2) Mashtraxx Limited whose company registration number is No. 09467768 and whose registered office is at 29 Wood Street, Stratford-upon-Avon, Warwickshire CV37 6JG, United Kingdom ("the ASSIGNEE").

Recitals:

- A. The ASSIGNOR has applied for patents to be granted under the European Patent Convention and other national patent offices (including the United States Patent Office and UK Intellectual Property Office) under the application number(s) listed hereinbelow (hereinafter "PATENT RIGHTS").
- B. The ASSIGNOR has agreed to assign absolutely to The ASSIGNEE the PATENT RIGHTS and all its rights, title and interest therein upon the terms and conditions set out below.

Operative provisions:

1. In pursuance of the AGREEMENT dated 1 February 2019 (which forms an integral part hereof) between the parties hereto and in CONSIDERATION of the sum agreed in said and now paid by the ASSIGNEE to the ASSIGNOR (receipt and sufficiency of which the ASSIGNOR hereby acknowledges), the ASSIGNOR with full title guarantee HEREBY ASSIGNS, SELLS and TRANSFERS unto the ASSIGNEE:
 - 1.1 the full and exclusive benefit of The ASSIGNOR'S worldwide right(s) and title(s) to and interest(s) in the "PATENT RIGHTS", explicitly:

- (i) UK patent GB 2539875B filed 22 June 2015 and titled "*Music Context System, Audio Track Structure and method of Real-Time Synchronization of Musical Content*",
- (ii) US patent US 9,697,813 having a priority date of 22 June 2015 and titled "*Music Context System, Audio Track Structure and method of Real-Time Synchronization of Musical Content*",
- (iii) UK patent application 1712715.0 (publication number GB2550090) having a priority date of 22 June 2015 and titled "*Method of Splicing Together Two Audio Sections and Computer Product Therefor*",
- (iv) US patent application US 2016/0372095 (US patent 10032441) having a priority date of 22 June 2015 and titled "*Music Context System, Audio Track Structure and Method of Real-Time Synchronization of Musical Content*",
- (v) Australian patent application AU2016281746 having a priority date of 22 June 2015 and titled "*Music Context System, Audio Track Structure and method of Real-Time Synchronization of Musical Content*", this being the Australian national phase of international patent application PCT/GB2016/051862,
- (vi) Canadian patent application CA2990320 having a priority date of 22 June 2015 and titled "*Music Context System, Audio Track Structure and method of Real-Time Synchronization of Musical Content*", this being the Canadian national phase of international patent application PCT/GB2016/051862,
- (vii) Chinese patent Application 2016 80036967.2 having a priority date of 22 June 2015 and titled "*Music Context System, Audio Track Structure and method of Real-Time Synchronization of Musical Content*", this being the Chinese national phase of international patent application PCT/GB2016/051862,
- (viii) India patent Application 201817000326 having a priority date of 22 June 2015 and titled "*Music Context System, Audio Track Structure and method of Real-Time Synchronization of Musical Content*", this being the Indian national phase of international patent application PCT/GB2016/051862,
- (ix) Taiwanese patent application 105119565 (publication number TW201717191) having a priority date of 22 June 2015 and titled "*Music*

Context System, Audio Track Structure and method of Real-Time Synchronization of Musical Content", this being the Taiwanese national phase of international patent application PCT/GB2016/051862,

(x) European patent application 16744830.7 (publication number EP 3311383) having a priority date of 22 June 2015 and titled "*Music Context System, Audio Track Structure and method of Real-Time Synchronization of Musical Content*" this being the European regional phase of international patent application PCT/GB2016/051862,

(xi) international patent application PCT/GB2016/051862 (publication number WO2016/207625) having a priority date of 22 June 2015 and titled "*Music Context System, Audio Track Structure and method of Real-Time Synchronization of Musical Content*",

(xii) UK patent application GB 1621753.1 (publication number GB2557970) filed on 20 December 2016 and titled "*Content Tracking System & Method*",

(xiii) UK patent application GB 1719095.0 having a priority date of 20 December 2016, a filing date of 17 November 2017 and titled "*Content Tracking System & Method*",

(xiv) US patent application US 15/846,692 (US patent publication number 2018-0181730) having priority dates of 20 December 2016 and 17 November 2017 and a title "*Enhanced Content Tracking System & Method*", and

(xv) international patent application PCT/EP2017/083589 (international publication number WO2018/114976) having priority dates of 20 December 2016 and 17 November 2017 and a title "*Enhanced Content Tracking System & Method*",

(xvi) US patent application 16/263,201 "*MEDIA-MEDIA AUGMENTATION SYSTEM AND METHOD OF COMPOSING A MEDIA PRODUCT*" being a continuation application filed on 31 January 2019,

(xvii) US patent application 16/035,234 (publication number 2018/0322855) "*Music Context System, Audio Structure and Method of Real-Time Synchronisation of Musical Content*" having a priority date of 22 June 2015 and filed as a continuation application, and

(xviii) Hong Kong patent application 18106324.4 (national patent application number HK1246965).

1.2 all rights in divisional patent applications, continuation applications, reissues and/or continuation-in-part applications related to or derivable from the PATENT RIGHTS;

1.3 in relation to the PATENT RIGHTS, the worldwide right to apply for and obtain letters patent whether under the European Patent Convention or elsewhere under national patent or other intellectual property protection, including the right to apply and obtain other similar forms of protection in respect the PATENT RIGHTS anywhere in the world;

1.4 the worldwide right to recover and take all such proceedings as may be necessary for the recovery of damages, an account of profits or otherwise, including applications for injunctive relief and final injunctions, in respect of any and all acts of infringements of any patent or patents granted pursuant to the PATENT RIGHTS whether such infringements take place before or after the date of this AGREEMENT; and

1.5 all rights and interests applied for, arising from or acquired by the ASSIGNOR under any and all international conventions and treaties relating to the PATENT RIGHTS, including all rights arising under the Paris Convention for the Protection of Industrial Property [1883].

AND TO HOLD the same unto The ASSIGNEE absolutely.

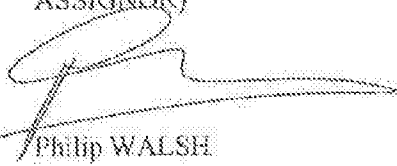
2. THE ASSIGNOR HEREBY COVENANTS with The ASSIGNEE that the ASSIGNOR will at the expense of the ASSIGNEE execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the ASSIGNOR to enable the ASSIGNOR (or the nominee of the ASSIGNOR) to enjoy the full benefit of the property and rights hereby assigned and (if requested to do so by the ASSIGNOR) to apply for any patents under the European Patent Convention or any other national legislation(s) or to apply for other forms of protection in respect of any INVENTION, as defined in the co-executed AGREEMENT of 1 February 2019, and fully and effectively to vest the same in the ASSIGNEE or its nominee as the ASSIGNEE shall direct.

3. The CONSIDERATION stated in this Deed to be payable by the ASSIGNEE is exclusive of any Value Added Tax which shall be payable in addition by the ASSIGNEE on the rendering by the ASSIGNOR of any appropriate Value Added Tax invoice.

4. The ASSIGNOR hereby authorises and requests the Commissioner of Patents and Trademarks of the United States of America to issue Letters Patent upon an application for Letters Patent filed in the United States for said INVENTIONS AND PATENT RIGHTS and upon any division, extension, continuation or reissue thereof to the ASSIGNEE for the sole use and behoof of the ASSIGNEE, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, the same as they would have been held and enjoyed by us had this assignment not been made, and we the Parties, collectively and/or separably, hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to the ASSIGNEE.

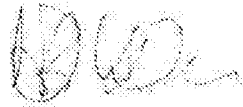
5. This AGREEMENT shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

SIGNED as a DEED by two of the Directors of Time Machine Capital Limited (the ASSIGNOR)



Philip WALSH

Director & Chairman of the Board

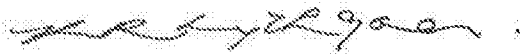


Nick WARDEN

Director and Chief Financial Officer

1 February 2019

in the presence of:



K. R. LYTHER

Signature & Name

SIGNED as a DEED by two of the Directors of Masstraxx Limited (The ASSIGNEE) represented by and acting through two of its Directors



Philip WALSH

Director & Chairman of the Board

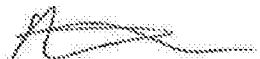


Joseph LYSKE

Managing Director

1 February 2019

in the presence of:



Arian LAMBERT

Signature & Name