507371037 07/06/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7417960

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AUDIOGUM UK LIMITED	07/28/2020

RECEIVING PARTY DATA

Name:	B & W GROUP LTD
Street Address:	DALE ROAD
City:	WORTHING, WEST SUSSEX
State/Country:	UNITED KINGDOM
Postal Code:	BN11 2BH

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17858463

CORRESPONDENCE DATA

Fax Number:

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.

Email:uspto@leasonellis.comCorrespondent Name:LEASON ELLIS LLPAddress Line 1:ONE BARKER AVENUE

Address Line 4: WHITE PLAINS, NEW YORK 10601

ATTORNEY DOCKET NUMBER:	01180/008205-US1
NAME OF SUBMITTER:	DAVID LEASON
SIGNATURE:	/david leason/
DATE SIGNED:	07/06/2022

Total Attachments: 10

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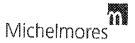
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<u>D/</u>	ATED	28 July	2020
(1)	AUDIOGUM UK LIMITED	(IN ADMINISTRATION
(2	2)	ANDREW HOWARD BEC HUNTLEY AS JOINT ADM AUDIOGUM UK LIMITED	MINISTRATORS OF
(3	3)	B & W GROUP LTD	
DEED OF	ASSIGNI	MENT OF INTELLECTUAL	PROPERTY RIGHTS



Woodwater House
Pynes Hill
Exeter EX2 5WR
DX 135608 EXETER 16
Tel: 01392 688688
Fax: 01392 360563

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PARTIES

- (1) AUDIOGUM UK LIMITED (IN ADMINISTRATION) incorporated and registered in England and Wales with company number 10151657 whose registered office is at C/O Leonard Curtis, 2nd Floor, 40 Queen Square, Bristol, BS1 4QP acting by the Administrators (Assignor);
- (2) ANDREW HOWARD BECKINGHAM and SIANN HUNTLEY as joint administrators of the Assignor both of Leonard Curtis of 2nd Floor, 40 Queen Square, Bristol, BS1 4QP (Administrators); and
- (3) B & W GROUP LTD incorporated and registered in England and Wales with company number 00880499 whose registered office is at Dale Road, Worthing, West Sussex, BN11 2BH (Assignee).

BACKGROUND

- (A) The Administrators were appointed joint administrators of the Assignor on 19 February 2020 by the directors of the Assignor under paragraph 22 of Schedule B1 to the insolvency Act 1986.
- (B) By the Main Agreement, the Assignor (acting by the Administrators as agents of the Assignor) has agreed to assign to the Assignee such right, title and interest (if any) in the Intellectual Property Rights upon the terms and subject to the covenants set out in this deed.
- (C) The Administrators have entered into this deed solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this deed.

THE PARTIES AGREE

INTERPRETATION

1

.1 The following definitions and rules of interpretation apply in this deed: Intellectual Property the Patents and the Software. Rights Main Agreement

Patents the patent applications, short particulars of which are set out in Schedule 1.

Software

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•	1.14	A reference to the "Assignor or the Administrators" includes both of them jointly or either of them individually. A reference to only the Assignor or the Administrators is a reference to that party only (including their successors or assigns).	,
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	2	ASSIGN	IMENT
	2.1	Pursuan hereby a	t to and for the consideration set out in the Main Agreement, the Assignor absolutely transfers and assigns to the Assignee, with no title guarantee, all of its anefit, interest and title (if any) to the Intellectual Property Rights, including:
		2.1.1	the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents; and
		2.1.2	the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Intellectual Property Rights whether occurring before, on, or after the date of this deed.
	2.2	The Assi	gnee accepts from the date of this deed the assignment of such rights, benefit, and title (if any) to the Intellectual Property Rights.

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		IER ASSURANCE
4.1	Adminis Assigno do wha giving	strators (provided they are, at the relevant time, the Assignor and the strators (provided they are, at the relevant time, the Administrators of the or) shall (at the Assignees' expense) execute and deliver all such documents, and tever the Assignee may from time to time reasonably require for the purpose of effect to the provisions of this deed, provided that the terms of any such ents and the terms on which any such things are performed:
	4.1.1	shall exclude the personal liability of the Administrators;
	4.1.2	shall be no more onerous to the Assignor and the Administrators than the terms of this deed; and
	4.1.3	shall be subject to the Administrators' prior approval, which shall not be unreasonably withheld or delayed.
4.2	Assigner particula	the execution of any documents and things in accordance with clause 4.1 the result in shall hold any legal interest in the Intellectual Property Rights on trust for the but without any legal responsibility for the Intellectual Property Rights and, in reither the Assignor nor the Administrators shall be obliged to maintain any lons or otherwise protect the Intellectual Property Rights.
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**************************************	WHOLE AGREEMENT
7.1	This deed (together with the documents referred to in it (including the Main Agreement))
.,.	constitutes the whole agreement between the parties and supersedes any previous agreement between the parties in respect of the same.
8	SEVERANCE
8.1	If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this deed.
8.2	If any provision or part-provision of this deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
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10 GOVERNING LAW

10.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11 JURISDICTION

11.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 PATENT APPLICATIONS

Application no.	Audiogum Ref.	Jurisdiction
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16/592264	Conversion State - US	Us
for minimum was a second and a	Conversion State - US	

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EXE	рипом 🗼
EXECUTED as a deed by AUDIOGUM UK LIMITED (in administration) by one of the Administrators, pursuant to powers conferred under the Insolvency Act 1986 in the presence of	Administrator signature Name (in BLOCK CAPITALS)
Name (in BLOCK CAPITALS): 5 (AN WARE	\$
Address GRANGE COURT RO BRICE	· · · · · · · · · · · · · · · · · · ·
Occupation CHARTERED LERTIFIED 1	Accountant /
EXECUTED as a deed by one of the Administrators, without personal liability, and solely for the purpose of obtaining the benefit of the provisions of this deed expressed to be conferred or given in favour of the Administrators, in the presence of: Signature of witness.	Administrator signature According to the second se
Name (in BLOCK CAPITALS). SEAU WA	IRD
Address LRANGE COURT RO BR	57 × 6, 1859 40p
Occupation CHARTERED CURTIFIED A	CLOMPTANT
EXECUTED as a deed by B & W GROUP LTD by one of its Directors in the presence of	Director signature P < Dy < C. (~ V \) Name (in BLOCK CAPITALS)
Signature of witness 5	,
Name (in BLOCK CAPITALS) GWY NOTH	Jones
Address: 296 LANGHAM RD, N	15 30x
Occupation CIVIC SERVANT	(College)

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RECORDED: 07/06/2022