

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TELEX COMMUNICATIONS, INC.		02/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RED CHIP COMPANY LIMITED		
Street Address:	WICKHAMS CAY, ROAD TOWN		
Internal Address:	PO BOX 146, TRIDENT CHAMBERS		
City:	TORTOLA		
State/Country:	BRITISH VIRGIN ISLANDS		
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3362402	MUSCLE MEMORY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6329028200		
Email:	LEGAIPGLOB@MUSIC-GROUP.COM		
Correspondent Name:	BRIAN D. PERLEY		
Address Line 1:	H.V. DELACOSTA STREET		
Address Line 2:	11/F TRAFALGAR PLAZA		
Address Line 4:	MAKATI, PHILIPPINES 1227		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

OP \$40.00 3362402

Address Line 4:

NAME OF SUBMITTER:	BRIAN D. PERLEY
Signature:	/Brian D. Perley/
Date:	04/18/2012

Total Attachments: 27

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- (1) TELEX COMMUNICATIONS (UK) LIMITED
(2) TELEX COMMUNICATIONS INCORPORATED
(3) EVI AUDIO GMBH
(4) ROBERT BOSCH GMBH
(5) EVI AUDIO JAPAN LIMITED
(6) BOSCH SECURITY SYSTEMS INCORPORATED
(TRANSFERORS)

(7) RED CHIP COMPANY LTD.
(TRANSFeree)

IP TRANSFER DEED

TABLE OF CONTENTS

Clause	Heading	Page
	PREAMBLE	4
1.	DEFINITIONS	4
2.	INTERPRETATION	5
3.	PROVISIONS PERTAINING TO THE TRANSFERRED PATENTS AND TRANSFERRED TRADEMARKS	6
4.	PROVISIONS PERTAINING TO THE TRANSFERRED DOMAIN NAMES	8
5.	EXCLUSIVELY USED INTELLECTUAL PROPERTY RIGHTS.....	8
6.	LICENSE UNDER INTELLECTUAL PROPERTY RIGHTS USED BY THE BUSINESS	9
7.	LIABILITY	9
8.	TAXES AND LEVIES.....	9
9.	APPLICATION OF SEVERAL CLAUSES OF THE APA.....	10
10.	COUNTERPARTS.....	10
11.	TRUST.....	10
12.	GOVERNING LAW.....	10

5 February 2010

IP TRANSFER DEED

BETWEEN:

(1) **Telex Communications (UK) Limited**, incorporated and registered in England and Wales with company number 2412018 whose registered office is at Klark Industrial Park, Walter Nash Road, Kidderminster, West Midlands DY117HJ;

(2) **Telex Communications, Inc.**, a Delaware corporation (SEC CIK 857668) having offices located at 12000 Portland Ave South Burnsville, MN 55337, USA;

(3) **EVI Audio GmbH**, incorporated and registered in Germany with company number Amstgericht Straubing HRB 10387 whose registered office is at Sachsenring 60 D-94315 Straubing, Germany;

(4) **Robert Bosch GmbH**, incorporated and registered in Germany with company number Amstgericht Stuttgart HRB 14000 whose registered office is at Robert-Bosch-Platz 1, D-70839 Gerlingen, Germany;

(5) **EVI Audio Japan Limited**, incorporated and registered in Japan with company number 0110-01-062366, whose registered office is at 5-3-8 Funabashi, Setagaya-Ku Tokyo, Japan;

(6) **Bosch Security Systems, Inc.**, a Delaware corporation with company number 3717960 having offices located at 130 Perinton Parkway Fairport, NY 14450, USA

(known singularly as a Transferor and collectively as the Transferors); and

(7) **Red Chip Company Ltd**, incorporated and registered in the British Virgin Islands with company number 241452 whose registered office is at Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands (the Transferee).

The parties agree as follows:

PREAMBLE

- (A) Telex Communications (UK) Limited and Midas Klark Teknik Limited (the Buyer) entered into an Asset Purchase Agreement on 8 December 2009 under which the Buyer purchased a part of the business of Telex Communications (UK) Limited (the "APA").
- (B) Under the APA, the Buyer has, as part of the Business, purchased certain intellectual property rights.
- (C) The Transferee is the intellectual property holding company within the Buyer's group.
- (D) By this IP Transfer Deed, the Transferors assign to the Transferee the intellectual property rights as set out in this Deed.

1. DEFINITIONS

In this Deed, capitalised terms and abbreviations shall have the meaning set forth below. Unless otherwise indicated, the definition of a term in the singular shall include the definition of such term in the plural and *vice versa*.

- 1.1 "Buyer Group" shall have the meaning as defined in the APA;

- 1.2 "Deed" shall mean this IP Transfer Deed;
- 1.3 "APA" shall have the meaning as defined in Section (A) of the Preamble;
- 1.3 "Business" shall have the meaning as defined in the APA;
- 1.4 "Completion Date" shall have the meaning as defined in the APA;
- 1.5 "Exclusively Used IP" is as defined at clause 5;
- 1.6 "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names, registered and unregistered design rights, and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how), rights in commercial information and technical information, research and development data, manufacturing methods and data, specifications and drawings, formulae, algorithms and prototypes and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist at Completion Date in any part of the world;
- 1.7 "Legal Terms" shall have the meaning as defined in clause 2.2.6;
- 1.8 "Robert Bosch Group" shall mean Robert Bosch GmbH incorporated and registered in Germany Amtsgericht Stuttgart HRB 14000, whose registered office is at Robert Bosch Platz, D 70839 Gerlingen and all affiliated companies controlled by Robert Bosch GmbH;
- 1.9 "Transferred IP" shall mean Transferred Patents, Transferred Trademarks, Transferred Domain Names, and the Exclusively Used IP;
- 1.10 "Transferred Patents" shall mean the patents and patent applications listed at Schedule 1;
- 1.11 "Transferred Trademarks" shall mean the trademarks and trademark applications listed in Schedule 2; and
- 1.12 "Transferred Domain Names" shall mean the domains listed in Schedule 3.

2. INTERPRETATION

2.1 Table of contents, headings, sub-headings

The table of contents, headings and sub-headings are for convenience purposes only and shall not affect the interpretation of this Deed.

2.2 Certain references

Unless otherwise expressly set forth in this Deed, a reference to:

- 2.2.1 a "Clause" or "Schedule" is a reference to a section or schedule of this Deed, unless the context states otherwise;
- 2.2.2 a "disposal" means a sale, assignment, transfer, lease, license, trust arrangement or other disposal, whether by means of a single transaction or a series of transactions, and "dispose" is construed accordingly;

- 2.2.3 the words "hereby", "herein", "hereof" or "hereunder" is a reference to this Deed in whole and not a specific provision of this Deed;
- 2.2.4 the words "including", "includes", "in particular" or "such as" shall be deemed to be followed by the phrase "without limitation" and shall not be construed to express limitation in any way;
- 2.2.5 any reference to the Transferors shall mean the relevant Transferors of the rights in the Transferred Patents, Transferred Domain Names, Transferred Trademarks, and/or Exclusively Owned IP, each with respect to the respective rights they own, respectively, in the case of Transferred Domain Names, are registered with;
- 2.2.6 any types of legal entities, participations, proceedings, courts, arbitrators, governmental authorities, laws, regulations, rights or legal relationships (together the "Legal Terms") includes a reference to any corresponding or identical Legal Terms under foreign law and, where no corresponding or identical Legal Terms exist under foreign law, it includes a reference to such Legal Terms under foreign law which come functionally closest to the relevant Legal Terms under English law.

3. PROVISIONS PERTAINING TO THE TRANSFERRED PATENTS AND TRANSFERRED TRADEMARKS

3.1 Transfer of the Transferred Patents and Transferred Trademarks

The Transferors hereby assign with full title guarantee to the Transferee and with effect from the Completion Date the Transferred Patents and the Transferred Trademarks and all rights in and to the Transferred Patents and the Transferred Trademarks, together with the goodwill vesting in those Transferred Patents and Transferred Trademarks (as attached to them as was generated prior to Completion Date), and the benefit of the applications for registration of the above with the intention that, when the applications are granted, the registrations shall vest in the Transferee. The Transferee hereby accepts the transfer.

In respect of the Transferred Patents, the Transferors also assign to the Transferee the right to apply for, prosecute and obtain patent protection in any country for an invention embodied by any of the applications comprised in the Transferred Patents, or the Exclusively Used IP including the right to claim priority from such applications.

In the event that the Transferee has given written notice prior to Completion Date to the Transferors that with respect to a particular Transferred Trademark another entity of the Buyer Group is to be the Transferee (the "Entity"), then for that particular Transferred Trademark only the Entity shall have the rights and obligations of the Transferee under the terms of this Deed, and the Transferee shall ensure that all rights, obligations and restrictions as set out in this Deed shall be enjoyed, complied with and respected by the Entity, with respect to the relevant Transferred Trademark, and the Transferee shall hold the Transferors harmless from any claims or actions on the part of the Entity with respect to the relevant Transferred Trademark to which it would not have been entitled had the Entity signed this Deed as a party.

3.2 Proceedings

The assignment of the Transferred IP shall include the right for the Transferee to bring proceedings in respect of any part of the Transferred IP against any third party for

infringement, passing off or otherwise infringing the rights of the Transferors in the Transferred IP where such infringement occurred prior to the date of this Deed.

The Transferors also shall, without undue delay after they are asked to do so in writing by Transferee, duly complete all the forms necessary and -- provided that Transferee pursues its registration as new holder of the Transferred Trademarks/Transferred Patents without undue delay -- to support the Transferee with all needed declarations necessary on the Transferors' part to enforce them against third parties who infringe them, or, (in case of trademarks) who apply for trademarks which are confusingly similar to the Transferred Trademarks as listed in Schedule 2. This support will be granted for the period until the Transferee has been registered as holder of the respective intellectual property right in the registers of the respective competent offices, however, Transferors are prepared on request and at the expense of Transferee, for a period of two (2) years of Completion Date, to provide additional documents available at Transferors to support Transferee for the abovementioned purposes, to the extent this does not jeopardize Transferors' operations or conflicts either with confidentiality rules or overriding business interests.

3.3 Registration of the Transferred Patents and the Transferred Trademarks; assistance

The Transferee may, at any time and at its sole discretion, record the assignment of the Transferred Patents and the Transferred Trademarks in the registers of the respective competent offices. The Transferors shall, without undue delay after they are asked to do so in writing by the Transferee, duly complete all the forms and execute such documents and/or deeds and carry out all the other acts necessary for such registration in this regard, in particular issuing declarations. Any costs (excluding the internal costs of the Transferors) for such registration of the Transferred Patents and Transferred Trademarks shall be borne by the Transferee.

3.4 Surrender of documents; further maintenance; costs

3.4.1 The Transferors shall, within 30 (thirty) days after the Completion Date, surrender to the Transferee the following documents relating to the Transferred Patents and Transferred Trademarks, each of them if and to the extent they actually are in the Transferors' possession or held by third parties on behalf of a Transferor: (i) copies of all documents submitted to and received from patent and other registration offices during the prosecution process, (ii) copies of any material correspondence with third parties with regard to the prosecution of the Transferred Patents and the Transferred Trademarks, and (iii) if applicable, the original granting certificates for these rights.

3.4.2 The Transferee shall be responsible for maintenance and prosecution of Transferred Patents and Transferred Trademarks (e.g. paying of annuities becoming due after the Completion Date, duly answering official notices, etc.) as of the Completion Date, if not otherwise agreed upon for specific cases in writing between the Transferors and the Transferee. The Transferors have done all actions and paid all monies due in respect of the maintenance of the Transferred Patents and the Transferred Trademarks up to the Completion Date.

3.4.3 Should the Transferors, after the Completion Date but prior to the registration of a Transferred Patent/Transferred Trademark in the name of Transferee, pay any reasonable costs in connection with the maintenance or prosecution of the Transferred Patents and Transferred Trademarks for the period after the Completion Date (although not being obliged to do so, see Section 3.4.2), the Transferors shall inform Transferee thereof in advance, and provide the Transferee

with written evidence of the payment of such costs together with reasons for their payment. The Transferee will reimburse the Transferors for such reasonable undisputed costs incurred by the Transferors in the further maintenance or prosecution of the Transferred Patents and Transferred Trademarks within 30 (thirty) days after receipt of an invoice (accompanied by evidence that such payments have been made) into a bank account specified by a Transferor from time to time. In case of default with payments, the Transferee shall bear interests in the amount of 1% (one percent) per month of default.

4. PROVISIONS PERTAINING TO THE TRANSFERRED DOMAIN NAMES

4.1 Transfer

The Transferors hereby agree to the registration of the Transferred Domain Names in the name of the Transferee in the respective domain registers of the respective registrars. Should, under applicable provisions in a certain country, registration in the name of the Transferee not be possible, or if the Transferee prefers that the Transferred Domain Names be held in the name of another entity of the Buyer Group the Transferors shall, upon written request of the Transferee, register the relevant Transferred Domain Names in the name of a third party or entity of the Buyer Group as identified to the Transferors prior to the Completion Date in writing by the Transferee.

The Transferors shall, as soon as requested to do so in writing by the Transferee (and/or its designee), duly complete all the forms and execute all documents and/or deeds necessary for the registration and the acquisition of full and unrestricted technical control over the Transferred Domain Names, and shall carry out all the other acts necessary in this regard, in particular issuing declarations.

As far as Transferred Domain Names are held by an individual (Mr. Godbehear), the agreement declaration to register such Transferred Domain Names for Transferee is attached as Schedule 4 to this Deed. Transferor (1) shall, as long as the said individual is employed by it, do all such things as are necessary and use its best endeavours to cause such individual to sign said declaration.

4.2 Surrender of documents

The Transferors shall, within 30 (thirty) days, surrender to the Transferee copies of any material correspondence with third parties (including the relevant providers) with regard to the Transferred Domain Names.

5. EXCLUSIVELY USED INTELLECTUAL PROPERTY RIGHTS

The Transferors hereby assign with full title guarantee to the Transferee absolutely and with effect from the Completion Date any and all other Intellectual Property Rights (aside from the Transferred Patents, Transferred Trademarks and Transferred Domain Names) which are used exclusively in the Business as at the Completion Date ("Exclusively Used IP").

The Transferors shall execute and sign all instruments, applications and documents and do all such acts and things as may reasonably be required by the Transferee to enable the Transferee to enjoy the full benefit of the rights granted to it in respect of the Exclusively Used IP.

6. LICENSE UNDER INTELLECTUAL PROPERTY RIGHTS USED BY THE BUSINESS

6.1 To the extent the Transferors and Robert Bosch Group own Intellectual Property Rights (other than trade marks and trade names) which are used, but not exclusively used, in the Business as of the Completion Date, the Transferors hereby grant to the Transferee, also (on behalf of the Transferors and Robert Bosch Group), a non-exclusive, royalty free, perpetual, non-sublicenseable (subject to clause 6.2) and non-transferrable (subject to clauses 6.2 and 6.3), license to use, or have used by the Buyer such Intellectual Property Rights in the Business as it is conducted as of the Completion Date. This license includes the use of Intellectual Property Rights used by the Business at Completion Date also in the manufacture and sale of modified products, within the same product range as those in production at Completion Date.

6.2 The Transferors agree that, if the Buyer assigns all or parts of the Business to a member(s) of the Buyer Group, then the Transferee may transfer or sub-license the license, as it is set out in clause 6.1 and as far as applicable to the part of the Business assigned, as well as those restrictions on liability, as set out in clause 7 to the extent related to such license, to such member of the Buyer Group along with, and for application in, such assigned Business.

6.3 If the Buyer transfers all or substantially all of the Business to a third party, the license, as set out in clause 6.1, as well as those restrictions on liability, as set out in clause 7 to the extent related to such license, shall, to the extent used by the Business at the time of such transfer, be transferable to the purchaser of such Business, for further use in such Business only, always provided that in case the license is thus transferred, the Buyer shall inform the Transferors within one (1) month after the closing of the respective transaction of the identity of the purchaser of the Business.

7. LIABILITY

7.1.1 It is clarified that the Transferors' warranty and liability regarding the Transferred Patents, the Transferred Trademarks the Transferred Domain Names the Intellectual Property Rights licensed pursuant to clause 6, and the Exclusively Used IP, in particular with respect to correctness, completeness, technical usability, validity and freedom of third party rights, is exclusively set forth in the APA and that this Deed thus does neither establish, nor restrict any warranty or liability of the Transferors not expressly set forth in the APA or exceeding the warranty and liability expressly set forth in the APA. Also, the provisions of the APA relating to any rights (such as licenses or covenants not to sue) that have been granted to third parties or any of Transferors or Robert Bosch Group shall remain unaffected.

7.1.2 Therefore, the Transferors do not, by virtue of this Deed, assume any warranty, in particular for the technical or economic success of products developed, manufactured and/or disposed of by the Transferee by use of the Transferred Patents, the Transferred Trademarks the Transferred Domain Names, the Intellectual Property Rights licensed pursuant to clause 6, and the Exclusively Used IP, nor for the processes employed in the manufacture of such products, for their freedom from proprietary rights of third parties, for their quality or for their compliance with government regulations.

8. TAXES AND LEVIES

Taxes or any other levy, in particular withholding taxes or transfer taxes, triggered by a transfer under this Deed, if any, shall be borne by the Transferee.

9. APPLICATION OF SEVERAL CLAUSES OF THE APA

Sections 31 (Notices and Communication) to 34 (Third Party Rights) of the APA shall apply *mutatis mutandis* to this Deed.

10. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and all counterparts together will constitute one and the same instrument.

11. TRUST

The Transferors agree that, to the extent that any of the rights to be assigned under this Deed are not wholly and/or validly assigned, the Transferors shall hold them upon a bare trust for the full and exclusive benefit of the Transferee.

12. GOVERNING LAW

This Deed will be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably submits to the non-exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with this Deed.

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

Executed as a deed by Telex Communications (UK) Limited

acting by Christof Ziegler a director, in the presence of:

Christof Ziegler
.....
Director

Reinhard Niederfeld

STEFANIE LIETZ (Diplom-Kfr.)
MARKENBURGER STR. 21
81533 MUNICH, GERMANY
Stefanie Lietz

Director

Executed as a deed by Telex Communications, Inc.

acting by Claus Peter Hawel a director, in the presence

.....

of:

Director

Leigh Hart

8. TAXES AND LEVIES

Taxes or any other levy, in particular withholding taxes or transfer taxes, triggered by a transfer under this Deed, if any, shall be borne by the Transferee.

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

Executed as a deed by Telex Communications (UK)

Limited

acting by Christof Ziegler a director, in the presence of

Reinhard Niederfeld

Director

Executed as a deed by Telex Communications, Inc.

acting by Claus Peter Hawel a director, in the presence

of:

Leigh Hart

Hedel

Director

LEIGH HART

*18288 CROIXWOOD LANE
EDOU PARLIE, MN 55347*

FINANCE DIRECTOR

Executed as a deed by EVI Audio GmbH
acting by Konrad Proyer a director, in the presence of:
Gerald Watzl

.....
Director

Executed as a deed by Robert Bosch GmbH
acting by Andreas Kaede a director, in the presence of:
Dieter Alvermann

.....
Director

Executed as a deed by EVI Audio Japan Limited
acting by Christof Ziegler a director, in the presence of:
Reinhard Niederfeld

.....
Director

Executed as a deed by Bosch Security Systems, Inc.
acting by Clans Peter Hawel a director, in the presence
of: Leigh Hart

Head
.....
Director

LEIGH HART
18288 CROIXWOOD LANE
EDEN PRATINE, MN 55347

FINANCE DIRECTOR

Executed as a deed by Red Chip Company Ltd
acting by a director, in the
presence of:

.....
Director

Executed as a deed by **EVI Audio GmbH**
acting by Konrad Proyer a director, in the presence of:
Gerald Watzl

.....
Director

Executed as a deed by **Robert Bosch GmbH**
acting by Andreas Kaede a director, in the presence of:
Dieter Alvermann

.....
Director

Executed as a deed by **EVI Audio Japan Limited**
acting by Christof Ziegler a director, in the presence of:

C. Ziegler
.....
Director

~~Reinhard Niederfeld~~ *STEFANIE LIETZ (Diplom-Kfr.)*
MAIKANDLERER STR. 21
81539 MUNICH, GERMANY

Executed as a deed by **Bosch Security Systems, Inc.**
acting by Claus Peter Hawel a director, in the presence
of: Leigh Hart

Stefanie Lietz

.....
Director

Executed as a deed by **Red Chip Company Ltd**
acting by a director, in the
presence of:

.....
Director

Executed as a deed by EVI Audio GmbH
acting by Konrad Proyer a director, in the presence of:

Gerald Watzl

Gpa. Watzl
GERALD WATZL, PROKURIST
SACHSENRING 60
94315 STRAUBING
GERMANY



Director

Executed as a deed by Robert Bosch GmbH
acting by Andreas Kaede a director, in the presence of:

Dieter Alvermann

.....

Director

Executed as a deed by EVI Audio Japan Limited
acting by Christof Ziegler a director, in the presence of:

Reinhard Niederfeld

.....

Director

Executed as a deed by Bosch Security Systems, Inc.
acting by Claus Peter Hawel a director, in the presence
of: Leigh Hart

.....

Director

Executed as a deed by Red Chip Company Ltd
acting by a director, in the

presence of:

.....

Director

Executed as a deed by **EVI Audio GmbH**

acting by Konrad Proyer a director, in the presence of:

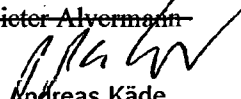
Gerald Watzl

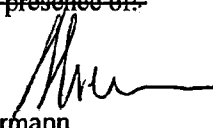
.....
Director

Executed as a deed by **Robert Bosch GmbH**

~~acting by Andreas Käde a director, in the presence of:~~

~~Dieter Alvermann~~


Andreas Käde
Senior Vice President
Corp. Intellectual Property -
Licensing

i.v. 
Dieter Alvermann
Director
Corp. Intellectual Property -
Trademarks and Tradenames

.....
Director

Executed as a deed by **EVI Audio Japan Limited**

acting by Christof Ziegler a director, in the presence of:

Reinhard Niederfeld

.....
Director

Executed as a deed by **Bosch Security Systems, Inc.**

acting by Claus Peter Hawel a director, in the presence
of: Leigh Hart

.....
Director

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acting by a director, in the

presence of:

.....
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.....
Director

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Dieter Alvermann

.....
Director

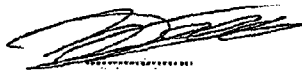
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Director

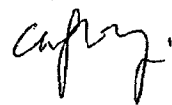
Executed as a deed by **Red Chip Company Ltd**
acting by a director, in the
presence of: **Nicholas Dekker**



.....
Director

CHEN SHU TYIN

address: 1 Kim Seng Promenade
#08-08 Great World City West Tower
Singapore 237994
Occupation: Senior Legal Counsel



Schedule 1
TRANSFERRED PATENTS

Schedule 1 - Patents

Country	Filed	Application-No	Key Word	Applicant, Owner
EP	12/03/2007	07712885.8	Sound Mixing Console	Telex Communications (UK) Ltd.
CN	12/03/2007	200780013588.2	Sound Mixing Console	Telex Communications (UK) Ltd.
GB	28/03/2006	0606119.6	Sound Mixing Console	Telex Communications (UK) Ltd.
JP	12/03/2007	2009-502182	Sound Mixing Console	Telex Communications (UK) Ltd.
US	12/03/2007	12/294335	Sound Mixing Console	Telex Communications (UK) Ltd.

Schedule 2
TRANSFERRED TRADEMARKS

Schedule 2 - trademarks

Trademarks registered by Telex Communications (UK) Ltd.

Key:

UK	EC	Spain	Italy	US	Canada	Japan	Singapore	Hong Kong	China	Australia
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Registered
Applied For
Withdrawn
Renewed

Klark Teknik	Number	119831		1072165	
	Type	Design	Design	Design	Design
	Filed	Unknown	06-Nov-76	06-Nov-76	06-Nov-76
	Registered	22-Oct-82	30-Aug-77	30-Aug-77	30-Aug-77
	Renewal	29-Sep-15	30-Aug-17	30-Aug-17	30-Aug-17

Klark Teknik	Number	489395	119832	7668488	
	Type	Word	Word & Design	Word	Word
	Filed	03-Feb-97	00-Sep-85	02-Sep-09	02-Sep-09
	Registered	00-Nov-98	24-Apr-86		
	Renewal	03-Feb-17	28-Sep-15		

MIDAS	Number	489114	
	Type	Word	Word
	Filed	03-Feb-97	03-Feb-97
	Registered	08-Jan-99	08-Jan-99
	Renewal	03-Feb-17	03-Feb-17

MIDAS	Number	1109636	5236460	378178	TMA262399	2008201318	10881073E	301046862	6797248	1216309
	Type	Design	Design	Design	Design	Design	Design	Design	Design	Design
	Filed	16-Feb-79	13-Jul-09	13-Jul-09	11-Jan-08	30-Jan-08	04-Feb-08	23-Jun-08	03-Dec-07	03-Dec-07
	Registered	28-Apr-82	29-May-07	29-May-07	11-Jan-08	30-Jan-08	04-Feb-08	23-Jun-08	25-Jul-08	25-Jul-08
	Renewal		13-Jul-16	13-Jul-16					3-Dec-17	3-Dec-17

Assigned to USA 19/8/08

DDA	Number	489163	
	Type	Word	Word
	Filed	03-Feb-97	03-Feb-97
	Registered	22-Oct-98	22-Oct-98
	Renewal	03-Feb-17	03-Feb-17

Schedule 2 - trademarks

Trademarks registered by Telex Communications (UK) Ltd.

Key:

UK	EU	Spain	Italy	US	Canada	Japan	Singapore	Hong Kong	China	Australia
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Registered
Applied For
Withdrawn
Lapsed

SIS	Number	488756								
	Type	Word								
	Filed	19-Feb-97								
	Registered	08-Jan-99								
	Renewal	13-Feb-17								
	Withdrawn									

Square One	Number	2402333	4648743	5412864	4974435					
	Type	Design	Design	Design	Design					
	Filed	23-Sep-05	22-Sep-05	08-Oct-05	26-Sep-05					
	Registered	16-Feb-08	05-Oct-06	16-Apr-08	28-Jul-08					
	Renewal	23-Sep-16	22-Sep-16		28-Jul-16					
	Withdrawn									

Square One	Number	2402605	4612065	3420789	4974424					
	Type	Word	Word	Word	Word					
	Filed	31-Aug-05	31-Aug-05	26-Apr-05	02-Sep-05					
	Registered	17-Mar-08	07-Sep-08	29-Apr-08	28-Jul-08					
	Renewal	31-Aug-15	31-Aug-15	20-Apr-16	28-Jul-16					
	Withdrawn									

Muscle	Number	1498858								
	Type	Word								
	Filed	09-Apr-92								
	Registered	25-Jun-93								
	Renewal	09-Apr-05								
	Withdrawn	Lapsed								

Muscle Memory	Number	2416931	4990898	3362402	6007444					
	Type	Word	Word	Word	Word					
	Filed	7-Mar-06	17-Mar-06	24-Nov-06	22-Mar-06					
	Registered	5-Sep-06	02-Feb-07	01-Jan-08	01-Dec-06					
	Renewal	7-Mar-16	17-Mar-16	01-Jan-18	01-Dec-16					
	Withdrawn									

Schedule 2 - trademarks

Trademarks registered by Telex Communications (UK) Ltd.

Key:

UK	EC	Spain	Italy	US	Canada	Japan	Singapore	Hong Kong	China	Australia
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Registered
Applied For
Withdrawn
Not Applicable

Solo Tracking System		Number		2405447		4697091		3405468		2005-07879	
Type		Word	Word	Word		Word		Word			
Filed		20-04-05	20-04-05	18-Apr-08		18-Apr-08		01-Apr-08			
Registered		10-Oct-08	10-Oct-08	01-Apr-08		01-Apr-08		01-Apr-08			
Renewal			20-Oct-16								
Withdrawn		14-Mar-09									Withdrawn

Solo Tracking System		Number		2405664		4722796		3405467		2005-10442	
Type		Design	Design	Design		Design		Design			
Filed		03-Nov-05	03-Nov-05	18-Apr-08		18-Apr-08		01-Apr-08			
Registered		07-Apr-08	04-Oct-08	01-Apr-08		01-Apr-08		01-Apr-08			
Renewal		03-Nov-16	03-Nov-16			01-Apr-16					
Withdrawn											Withdrawn

FastNav		Number		2404473		4755237		3612476		4957813	
Type		Word	Word	Word		Word		Word			
Filed		20-Oct-05	20-Oct-05	18-Apr-08		18-Apr-08		19-Oct-05			
Registered		28-Apr-08	16-Oct-08	28-Apr-08		28-Apr-08		02-Jul-08			
Renewal		20-Oct-15	20-Oct-15					02-Jul-16			
Withdrawn											

Other MKT trademarks registered by Bosch group companies

- USA registration no. 3008867 for MIDAS in the name of Telex Communications, Inc. (entity now merged into Bosch Security Systems Inc.);
- UK registration no. 1109638 for MIDAS Design in the name of Telex Communications, Inc. (entity now merged into Bosch Security Systems Inc.);
- Japan registration no. 1532745 for KLARKTEKNIK (word) in the name of K.K. EVI Audio Japan
- German registration no. 39841643 for Midas (word) in the name of EVI Audio GmbH
- International registration no. 744192 for Midas Verica in the name of EVI Audio GmbH

Schedule 3
TRANSFERRED DOMAIN NAMES

midasklarktechnik.com
 midasklarktechnikgroup.com
 midasklarktechnikgroup.co.uk
 midaskt.com
 midaskt.co.uk
 prof6.com

28-Oct-11 James Godbehear Telex Communications (UK)
 05-Nov-11 James Godbehear Telex Communications (UK)
 05-Nov-11 James Godbehear Telex Communications (UK)
 28-Oct-11 James Godbehear Telex Communications (UK)
 28-Oct-11 James Godbehear Telex Communications (UK)
 17-Apr-10 James Godbehear Telex Communications (UK)

Fastcats.co.uk
 Fastcats.co.uk
 Fasthosts.co.uk
 Fasthosts.co.uk
 Fasthosts.co.uk
 Fasthosts.co.uk

28-Oct-09
 05-Nov-09
 05-Nov-09
 28-Oct-09
 28-Oct-09

Transferred from Citizen 19 Nov 09

Robert Bosch GmbH
 Domain Name
 klarktechnik.asia
 midasconsolee.asia

Expiration Date Admin-C Owner
 02-Jan-11 Susanne Schaub Robert Bosch GmbH
 24-Mar-10 Susanne Schaub Robert Bosch GmbH

Parked / Hosted
 MelbourneIT
 MelbourneIT

Telex Communications Inc (meanwhile merged into Bosch Security Systems Inc)

Domain Name Renewal Date Admin-C Owner
 Director, IS
 midasconsolee.com 29-Nov-11 isdirector@telex.com Bosch Security Systems Inc
 klarktechnik.com 29-Nov-11 isdirector@telex.com Bosch Security Systems Inc
 didaconeoles.com 29-Nov-11 isdirector@telex.com Bosch Security Systems Inc

Parked / Hosted
 godaddy
 godaddy
 godaddy

Schedule 4

DOMAIN NAME TRANSFER AGREEMENT

TRADEMARK

REEL: 004759 FRAME: 0185

Schedule 4

[TO BE PRINTED ON THE HEADED NOTE PAPER OF RED CHIP COMPANY LIMITED]

James Godbehear

[]

Dear Sir

TRANSFER OF DOMAIN NAMES

You are the administration contact person and also appear as registered proprietor of the domain names as listed at Appendix 1 to this letter (the "Transferred Domain Names"). By signing and returning a copy of this letter to Red Chip Company Limited ((Company No. 241452) whose registered address is Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands) (as referred to in this agreement as "us" or "our") and in consideration of £1 (which you hereby confirm receipt), you hereby assign to us the Transferred Domain Names with full title guarantee with effect from the date of this letter. You also agree to the registration of the Transferred Domain Names in our name in the respective domain registers of the respective registrars. Should, under applicable provisions in a certain country, registration in our name not be possible, you shall, upon our written request register the relevant Transferred Domain Names in the name of a third party identified to you by us.

You shall, as soon as requested to do so in writing by us, duly complete all the forms, execute all documents and/or deeds necessary and perform all such acts or deeds for the registration and the acquisition of full and unrestricted technical control by us over the Transferred Domain Names, and shall carry out all the other acts necessary in this regard, in particular issuing declarations.

This agreement shall be governed and construed under English law and both parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales

Yours faithfully

Signed by _____ for and
behalf of Red Chip Company Ltd

.....

Signed by James Godbehear

.....

TRADEMARK

APPENDIX 1

Telex Communications (UK) Ltd

Domain Name	Renewal Date	Admin-C	Owner	Parked / Hosted	Activation Date
midasconsoles.eu	30. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	23. Nov 07
klarkteknik.eu	30. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	23. Nov 07
klarsquareone.eu	19. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	19. Nov 10
midasconsoles.co.uk	05. Jul 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	Transferred from Citizen 19 Nov 09
klarsquareone.com		James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	Transferred from Citizen 23 Nov 09
klarsquareone.co.uk	14. Dec 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	Transferred from Citizen 19 Nov 09
klark-teknik.co.uk	23. Nov 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	
aaa50.com	13. Oct 11	James Godbehear	Telex Communications (UK)	123-reg.co.uk	23. Nov 07
aaa50.co.uk	13. Oct 11	James Godbehear	Telex Communications (UK)	123-reg.co.uk	02. Oct 07
aaa50.eu	13. Oct 11	James Godbehear	Telex Communications (UK)	123-reg.co.uk	02. Oct 07
aaa50.ie.org	15. Jun 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	02. Oct 07
audio-mixing-consoles.com	09. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	15. Oct 09
audio-mixing-consoles.co.uk	09. Nov 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Nov 07
audio-mixing-consoles.co.uk	09. Nov 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Nov 07
audio-mixing-consoles.com	09. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Nov 07
audiomixingconsoles.com	09. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Nov 07
audiomixingconsoles.co.uk	09. Nov 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Nov 07
digital-consoles.co.uk	09. Nov 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Nov 07
digital-consoles.com	09. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Nov 07
digital-consoles.co.uk	09. Nov 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Nov 07
digital-consoles.com	09. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Nov 07
midasconsoles-asia.com	19. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Nov 07
midasconsolesasia.com	19. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	19. Nov 07
midasdigitalasia.com	19. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	19. Nov 07
super-mec.com	23. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	23. Nov 07
super-mec.co.uk	23. Nov 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	23. Nov 07
hyper-mec.com	23. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	23. Nov 07
hyper-mec.co.uk	23. Nov 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	23. Nov 07
super-hyper-mec.com	23. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	23. Nov 07
super-hyper-mec.co.uk	23. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	23. Nov 07
super-hyper-mec.com	23. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	23. Nov 07
super-hyper-mec.co.uk	23. Nov 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	23. Nov 07
super-mec-hyper-mec.com	26. Jun 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	23. Nov 07
super-machyper-mec.com	26. Jun 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	26. Jun 09
midasprof6.com	09. Apr 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	27. Jun 09
midasprof6.co.uk	09. Apr 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Apr 09
prof6.co.uk	21. Apr 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	09. Apr 09
mktaudio.com	16. Apr 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	21. Apr 09
mktaudio.co.uk	16. Apr 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	16. Apr 09
midasconsolesusa.com	16. Apr 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	16. Apr 09
midasconsoles-northamerica.com	16. Apr 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	16. Apr 09
midasconsoles-southamerica.com	16. Apr 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	16. Apr 09
midasconsoles-eastasia.com	16. Apr 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	16. Apr 09
midasconsoles-southeastasia.com	16. Apr 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	16. Apr 09
midasklarkteknik.co.uk	28. Oct 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	28. Oct 09
midasklarkteknik.com	28. Oct 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	28. Oct 09
midasklarkteknikgroup.com	05. Nov 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	28. Oct 09
midasklarkteknikgroup.co.uk	05. Nov 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	05. Nov 09
midasklark.com	28. Oct 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	28. Oct 09
midasklark.co.uk	28. Oct 11	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	28. Oct 09
prof6.com	17. Apr 10	James Godbehear	Telex Communications (UK)	Fasthosts.co.uk	Transferred from Citizen 19 Nov 09