

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
G.H.S. Corporation		12/15/2009	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	D'Angelico Guitars of America, LLC		
Street Address:	PO Box 627		
City:	Westfield		
State/Country:	NEW JERSEY		
Postal Code:	07090		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2905892	D'ANGELICO	
CORRESPONDENCE DATA			
Fax Number:	(202)842-8465		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	dctrademarks@dbr.com		
Correspondent Name:	Janet Fries		
Address Line 1:	Drinker Biddle & Reath LLP		
Address Line 2:	1500 K Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	202016-440008		
NAME OF SUBMITTER:	Anthony J. Palumbo		
Signature:	/anthony j. palumbo/		
Date:	12/18/2009		

OP \$40.00 2905892

Total Attachments: 2

source=GHS Assignment#page1.tif

source=GHS Assignment#page2.tif

ASSIGNMENT

G.H.S. Corporation, a Michigan corporation, having a business address at 2813 Wilbur Avenue, Battle Creek, Michigan 49015 (the "Assignor") has adopted and used the mark D'ANGELICO for musical instruments and strings, picks, and capos for musical instruments since as early as July 17, 1984.

Assignor is the owner of U.S. Trademark Registration No. 2,905,892 and U.S. Trademark Application Serial No. 77757384 (collectively, the "D'ANGELICO Mark").

D'Angelico Guitars of America, LLC, a New Jersey limited liability company having a business address at P.O. Box 627 Westfield, New Jersey 07090 (the "Assignee"), wishes to acquire all rights, title and interest in and to the D'ANGELICO Mark, together with the goodwill of the business symbolized thereby, for its use and registration.

NOW, THEREFORE, good and valuable consideration being extant, effective December ____, 2009, Assignor hereby assigns to Assignee all of its rights, title and interest to the D'ANGELICO Mark, and the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee the right to sue for past infringement and to recover and hold all damages and profits arising therefrom.

Assignor warrants that there are no licenses, encumbrances, claims, demands or other agreements, either written, oral or implied, relating to the aforesaid marks, names, registrations and/or applications other than those for supply of goods bearing the D'ANGELICO Mark or advertising relating thereto, that it has good and valid title thereto to assign to Assignee, and that it has not assigned any rights therein to any third party.

Assignor also warrants that, upon the request of Assignee, it shall execute all papers, make all rightful oaths, cooperate with Assignee in connection with any litigation or legal dispute, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment, as well as to provide such other material, information and/or assistance as Assignee may consider necessary.

[SIGNATURE ON NEXT PAGE]

G.H.S. Corporation

By:

Robert D. McFee
Signature

Name:

ROBERT D. McFEE

Title:

CHAIRMAN

Date:

DECEMBER 15, 2009

STATE OF MICHIGAN

:
: SS:

COUNTY OF

CALHOUN

:
:

Now comes ROBERT D. McFEE, who, being duly sworn, states that he is the CHAIRMAN of G.H.S. CORPORATION, the above-identified assignor and a corporation of Michigan; that he is authorized to execute the foregoing assignment on behalf of said corporation, and that (s)he executed it as her/his free act and as the free act and deed of said corporation this 15TH day of DECEMBER, 2009.

(SEAL)

Deborah Shumaker Riley
Notary Public Deborah Shumaker Riley

My commission expires: 10/21/2012
Calhoun County, Michigan