

12-23-2009



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To the Director of the U. S. Patent

and documents or the new address(es) below.

**1. Name of conveying party(ies):**

G.H.S. Corporation

- Individual(s)
- General Partnership
- Corporation- State: Michigan
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 12/15/2009

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: D'Angelico Guitars of America, LLC

Internal

Address: \_\_\_\_\_

Street Address: P.O. Box 627

City: Westfield

State: New Jersey

Country: USA Zip: 07090

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other limited liability co Citizenship New Jersey

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

77757384

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Janet Eries, Esq.

Internal Address: \_\_\_\_\_

Street Address: Drinker Biddle & Reath LLP

1500 K Street, NW

City: Washington

State: D.C. Zip: 20005

Phone Number: 202-354-1333

Fax Number: 202-842-8465

Email Address: dctrademarks@dbrr.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 50-0573

Authorized User Name Anthony J. Palumbo

**9. Signature:**

Signature

Anthony J. Palumbo, Esq.

Name of Person Signing

December 22, 2009

Date

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## 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 15, 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 15<sup>TH</sup> day of DECEMBER, 2009.

(SEAL)

Deborah Shumaker Riley  
Notary Public Deborah Shumaker Riley

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