

TRADEMARK ASSIGNMENT COVER SHEET

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900305385

ETAS ID: TM321329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heartstrings Enterprises Inc.		10/20/2014	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	TBC Heartstrings, LLC		
Street Address:	220 North Main Street		
Internal Address:	c/o Thornblade Capital, Suite 521		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29601		
Entity Type:	CORPORATION: SOUTH CAROLINA LIMITED LIABILITY COMPANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3568800	HEARTSTRINGS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	917.674.2612		
Email:	jskinner@jskinnerlaw.com		
Correspondent Name:	Law Offices of John J. Skinner, Jr.		
Address Line 1:	1745 Broadway		
Address Line 2:	17th Floor		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	N/A		
NAME OF SUBMITTER:	John J. Skinner, Jr.		
SIGNATURE:	/John J. Skinner, Jr./		
DATE SIGNED:	10/28/2014		
Total Attachments: 3			
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OP \$40.00 3568800

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made by and between:

Heartstrings Enterprises Inc., an Alabama corporation, with its principal place of business located at 1415 Pumphrey Avenue, Auburn, Alabama 36832 ("Assignor"), and,

TBC Heartstrings, LLC, a South Carolina limited liability company, with its principal place of business at c/o Thornblade Capital, LLC, 220 North Main Street, Suite 521, Greenville, South Carolina 29601 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademark and service mark applications and registrations, and all the U.S. and foreign trademark and service mark applications and registrations, listed on Schedule "A" attached hereto (collectively, the "Marks"), and the goodwill of the business symbolized by the Marks; and,

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 15, 2014, by and between Assignor and Assignee, wherein Assignee has agreed to sell and Assignor has agreed to buy certain assets, including the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

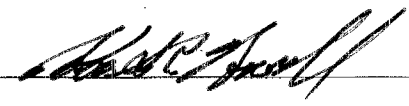
1. Assignor does hereby sell, transfer, assign and otherwise convey to Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world, in the following:
 - (i) the Marks and any renewals thereof;
 - (ii) the goodwill symbolized by the Marks; and,
 - (iii) the ownership of all causes of action for, and claims for damages by reason of infringement of the Marks, or any of them, which actions arose prior to the date hereof.
2. This Trademark Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties.
3. Assignor hereby represents and warrants that:
 - (i) it is the owner of the trademark/service mark applications and registrations listed on Schedule A attached hereto;
 - (ii) it has granted no licenses to any other party to use the Marks in the United States or throughout the world;

- (iii) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Marks, or any other rights or interests therein which are adverse to those of the Assignors;
- (iv) it is not party to any prior agreement, nor has it made any information commitment or reached any understandings with any other person or legal entity relating to the Marks which would be a breach or otherwise violate the foregoing Assignment of the Marks; and,
- (v) to its knowledge, Assignor has transferred to Assignee the entire portion of Assignor's business to which the Marks pertain.

4. Assignor hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks in the United States.
5. Assignor further agrees, at the request of Assignee or its successors and assigns and without any cost to Assignor, to (1) execute and have executed any and all other documents as may reasonably be required to carry out the terms and intent of this Assignment; and (2) cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of Assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks may be duly made of record in the United States.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment by their duly authorized representative.

By: 
 President and Chief Executive Officer
 HEARTSTRINGS ENTERPRISES INC.

By: 
 Manager
 TBC HEARTSTRINGS, LLC

Date: 10/20/2014

Date: 21 Oct 14

SCHEDULE "A"

Application(s)

Trademarks/
Service Marks

Class Serial No. Filing Date

Registration(s)

Trademarks/
Service Marks

Class Reg. No. Reg. Date

HEARTSTRINGS

35 3,568,800 February 3, 2009