

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TBC Heartstrings, LLC		10/19/2015	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	GMG Heartstrings, LLC		
Street Address:	209 Alabama Street		
City:	Auburn		
State/Country:	ALABAMA		
Postal Code:	36832		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3568800	HEARTSTRINGS	
Registration Number:	4807424	HS 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, 17th Floor		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	John J. Skinner, Jr.		
SIGNATURE:	/John J. Skinner, Jr./		
DATE SIGNED:	11/24/2015		
Total Attachments: 3			
source=Trademark Assignment (signed) - Heartstrings - TBC to GMG#page1.tif			
source=Trademark Assignment (signed) - Heartstrings - TBC to GMG#page2.tif			
source=Trademark Assignment (signed) - Heartstrings - TBC to GMG#page3.tif			

OP \$65.00 3568800

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made by and between:

TBC Heartstrings, LLC, a South Carolina limited liability company, with its principal place of business located at 220 North Main Street, Suite 500, Greenville, SC 29601 ("Assignor"), and,

GMG Heartstrings, LLC, a South Carolina limited liability company, with its principal place of business at 209 Alabama Street, Auburn, AL 36832 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the 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, Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept from Assignor, ownership of all right, title, and interest in and to 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: [Signature]
 President and Chief Financial Officer
 TBC HEARTSTRINGS, LLC

By: [Signature]
 President and Chief Financial Officer
 GMD HEARTSTRINGS, LLC

Date: [Signature]

Date: [Signature]

SCHEDULE "A"

Application(s)

<u>Trademarks/ Service Marks</u>	<u>Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
--------------------------------------	--------------	-------------------	--------------------

Registration(s)

<u>Trademarks/ Service Marks</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
HEARTSTRINGS	35	3,568,800	February 3, 2009
hs heartstrings (logo)	35	4,807,424	September 8, 2015