

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westheimer Corporation		09/18/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Darryl D. Agler		
Doing Business As:	The Stratotone Guitar Company		
Street Address:	5506 Quail Canyon Circle		
City:	Fort Wayne		
State/Country:	INDIANA		
Postal Code:	46835		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1864645	EMPEROR	
Registration Number:	1565821	KANSAS	
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:	201-896-4100		
Email:	trademarks@sh-law.com		
Correspondent Name:	Ronald S. Bienstock		
Address Line 1:	1100 Valley Brook Avenue		
Address Line 4:	Lyndhurst, NEW JERSEY 07071		
NAME OF SUBMITTER:	Adrian L. Lee		
SIGNATURE:	/Adrian L. Lee/		
DATE SIGNED:	09/19/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made by **Westheimer Corporation**, an Illinois corporation, having its principal place of business at 100 Oakwood Road, Unit #B, Lake Zurich, Illinois 60047 (hereinafter "Assignor"), in favor of **Darryl D. Agler d/b/a The Stratotone Guitar Company**, an individual resident of the State of Indiana, having his principal place of business at 5506 Quail Canyon Circle, Fort Wayne, Indiana 46835 (hereinafter "Assignee").

WHEREAS, Assignor desires to transfer to Assignee and Assignee desires to accept from Assignor all of Assignor's worldwide right, title and interest in, to and under the common law and registered trademarks identified in the attached Schedule 1 ("the "Marks") and the goodwill of Assignor's business which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitations of every kind, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all applications, registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor shall execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and other instruments, in the format required by Assignee, to confirm Assignee's ownership of all rights pursuant to this Assignment, and shall take all steps to enable and ensure that the goodwill of the business associated with and symbolized by the Marks is transferred under this Agreement. Westheimer hereby acknowledges that Agler is the exclusive owner of all right, title and interest in the Marks in United States of America and each jurisdiction in which Agler may in the future establish rights thereto. Westheimer shall not at any time, or for any reason, challenge Agler's rights in the Marks or any relevant trademark registrations. Westheimer represents and warrants that it will not use in the future the Marks anywhere throughout the world. Westheimer represents and warrants that, except as expressly disclosed on Schedule 1, it has not applied to register any trademark, domain name, or created any social media account that includes or incorporates the Marks, or any confusingly similar marks. This Assignment shall be binding upon Assignor, its directors, officers, agents, employees, stockholders, representatives, attorneys, successors and assigns and inure to the benefit of the successors and assigns of Assignee.

Dated this 18 day of September, 2017.

WESTHEIMER CORPORATION

By 

Name: Laura Gaber

Title: CEO

EXHIBIT A

[see the attached]

SCHEDULE 1

Registered Trademarks

Trademark	Registration No.
EMPEROR	1864645
KANSAS	1565821

Unregistered Trademarks

STRATOTONE

