

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM475396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baldwin Piano, Inc.		05/18/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0442961	BALDWIN	
Registration Number:	3780925	CONCERTMASTER	
Registration Number:	0148980	CHICKERING	
Registration Number:	0551510	KRANICH & BACH PIANOS SINCE 1864	
Registration Number:	2226464	LIVE BUT NOT IN PERSON	
Registration Number:	2172848	PIANOVELLE	
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>			
Email:	jbraibanti@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Jill C. Braibanti		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	022026-00001		
NAME OF SUBMITTER:	Jill C. Braibanti		
SIGNATURE:	/Jill C. Braibanti/		
DATE SIGNED:	05/24/2018		

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Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated May 18, 2018, is made by BALDWIN PIANO, INC., a Delaware corporation (the “Grantor”) in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as administrative and collateral agent (in such capacities, the “Agent”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, GIBSON BRANDS, INC., a Delaware corporation (“Borrower”) has entered into a Debtor-in-Possession Term Loan Agreement dated as of May 4, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), with the Agent, the lenders party thereto from time to time, and the guarantors party thereto from time to time. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Loan Agreement by certain of the Lenders and their Affiliates from time to time, the Grantor has executed and delivered that certain Pledge and Security Agreement dated as of May 4, 2018 made by the Grantors thereunder to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “IP Collateral”):

(i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, fictitious business names, corporate names, certification marks, collective marks, and other source identifiers, whether registered or unregistered, including the trademark and service mark registrations and applications set forth in **Schedule A** hereto (provided that no security interest shall be granted in any United States intent-to-use trademark application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the “Trademarks”);

(ii) all reissues, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto

throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, the security interest created under this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

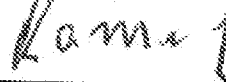
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BALDWIN PLANO, INC.

By



Name: Bruce Mitchell

Title: Executive Vice President,
General Counsel, and Secretary

Address for Notices:

309 Plus Park Boulevard

Nashville, TN 37217

Attention: General Counsel

via Email to:

Bruce.Mitchell@gibson.com

TRADEMARK

REEL: 006336 FRAME: 0048

SCHEDULE A

U.S. Federal Trademarks

No.	Mark	Serial No.	Reg. No.	Filing Date	Issue Date
1.	BALDWIN	71525182	0442961	06/30/1947	06/21/1949
2.	CONCERTMASTER	77826883	3780925	09/15/2009	04/27/2010
3.	CHICKERING (Stylized)	71146858	0148980	04/28/1921	12/6/1921
4.	KRANICH & BACH SINCE 1864	71576587	0551510	04/04/1949	12/4/1951
5.	LIVE BUT NOT IN PERSON	75048868	2226464	01/26/1996	2/23/1999
6.	PIANOVELLE	75303433	2172848	06/04/1997	7/14/1998