

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		01/18/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Gibson Brands, Inc.		
Street Address:	309 Plus Park Boulevard		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4782723	BEECASTER	
Registration Number:	4946668	BEEKEEPER	
Registration Number:	4773636	BEELINE	
Registration Number:	2898720	BUMBLE BEE	
Registration Number:	4773628	BUMBLEBEE	
Registration Number:	4822650	N NEAT MICROPHONES	
Registration Number:	5051245	NEAT KING BEE	
Registration Number:	4937204	NEAT WIDGET	
Registration Number:	4773635	WORKER BEE	
Serial Number:	87108381	MUSSETTE	
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, lfranco@paulweiss.com, cadinolfi@paulweiss.com		
Correspondent Name:	Jill C. Braibanti		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		

CH \$265.00 4782723

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 22026-001

NAME OF SUBMITTER: Jill C. Braibanti

SIGNATURE: /Jill C. Braibanti/

DATE SIGNED: 03/26/2019

Total Attachments: 7

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of January 18, 2019 (this “Release”), is made by Wells Fargo Bank, National Association, a national banking association (the “Agent”), in its capacity as Agent under that certain Credit Agreement, dated as of November 1, 2018, by and among Gibson Brands, Inc., a Delaware corporation (“Parent Borrower”), Gibson Café & Gallery, LLC, a Delaware limited liability company (“Gibson Café”), Gibson International Sales LLC, a Delaware limited liability company (“Gibson International”), Gibson Pro Audio Corp., a California corporation (“Gibson Audio”), those additional entities that thereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (together with Parent Borrower, Gibson Café, Gibson International and Gibson Audio, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), Gibson Europe B.V., having its official seat in Amsterdam, the Netherlands (“Dutch Guarantor”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”) and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Guaranty and Security Agreement (as defined herein).

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, (i) the Borrowers, Dutch Guarantor and the Agent entered into that certain Guaranty and Security Agreement, dated as of November 1, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”) and (ii) the Agent and Parent Borrower, in its capacity as the Grantor thereunder, entered into that certain Trademark Security Agreement, dated as of November 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement” and collectively with the Guaranty and Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, Parent Borrower granted to the Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a Security Interest in all of Parent Borrower’s right, title and interest in and to the Trademark Collateral, including those trademark applications and registrations set forth on Schedule 1 attached hereto and all of the goodwill of the business connected with the use thereof and symbolized thereby (the “Released Trademarks”);

WHEREAS, Parent Borrower desires that the Agent terminate and release any and all right, title and interest it may have in the Released Trademarks pursuant to the Credit Agreement and the Security Agreements, and the Agent has agreed to do so; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees, for the benefit of Parent Borrower, as follows:

SECTION 1. *Release of Security Interest in Released Trademarks.* The Agent does hereby terminate, release, relinquish and discharge its security interest in, and right of setoff against, all of Parent Borrower's right, title and interest in and to the Released Trademarks, and hereby reassigns and transfers to Parent Borrower all right, title and interest that the Agent may have in the Released Trademarks. This Release is limited to and applicable only and solely with respect to the Released Trademarks and shall not apply in any respect to other Trademark Collateral arising under the Security Agreements (the "Other Collateral"). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreements with respect to all such Other Collateral, and the Agent's security interest, liens, rights, titles and interests in such Other Collateral.

SECTION 2. *Further Assurances.* The Agent hereby authorizes Parent Borrower or its designee (i) to record this Release with the U.S. Patent and Trademark Office ("USPTO"), (ii) file UCC financing statement amendments or terminations, as applicable, in order to memorialize the release of the security interest of the Agent in the Released Trademarks and (iii) otherwise record or file this Release in applicable governmental offices or agencies. The Agent further authorizes and requests that the USPTO Commissioner for Trademarks, and any other necessary United States government officer, record this Release. The Agent further agrees to execute and deliver to Parent Borrower any and all further documents and instruments, and do any and all further acts which Parent Borrower (or its designees) reasonably request, at Parent Borrower's sole cost and expense, in order to confirm this Release and Parent Borrower's right, title and interest in, to and under the Released Trademarks.

SECTION 3. *Governing Law.* This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

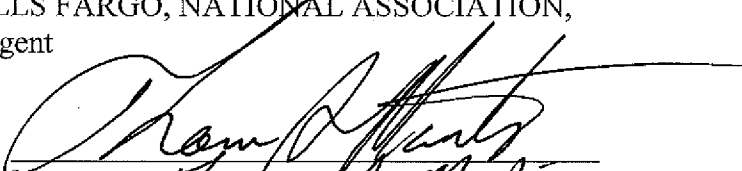
IN WITNESS WHEREOF, this Partial Release of Security Interest in Trademarks
has been duly executed as of the date first written above.

WELLS FARGO, NATIONAL ASSOCIATION,
as Agent

By:

Name:

Title:


THOMAS A. MARTIN
Vice President

SCHEDULE 1
to
PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

[See attached.]

Owner	Trademark	Country	Application No	Registration No	Registration Date	Int. Classes	Trademark Status
BEECASTER							
GIBSON BRANDS, INC.	BEECASTER	BEECASTER Brazil	907156835	907156835	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	BEECASTER	BEECASTER China	13734996			9	Pending
GIBSON BRANDS, INC.	BEECASTER	EUTM	012429486	012429486	Jun 23 2014	9, 15, 25	Registered
GIBSON BRANDS, INC.	BEECASTER	BEECASTER India	2643265	2643265	Aug 31 2016	9	Registered
GIBSON BRANDS, INC.	BEECASTER	BEECASTER Japan	985352013	5664972	Apr 18 2014		Registered
GIBSON BRANDS, INC.	BEECASTER	BEECASTER United States of America	86143284	4782723	Jul 28 2015	9	Registered
BEEHIVE							
GIBSON BRANDS, INC.	BEEHIVE	BEEHIVE Brazil	907159990	907159990	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	BEEHIVE	BEEHIVE China	17557536	17557536	Dec 7 2016	9	Registered
GIBSON BRANDS, INC.	BEEHIVE	EUTM	012429601	012429601	May 30 2014	9, 15	Registered
GIBSON BRANDS, INC.	BEEHIVE	BEEHIVE India	2643272	2643272	Aug 11 2016	9	Registered
GIBSON BRANDS, INC.	BEEHIVE	BEEHIVE Japan	985432013	5731474	Jan 9 2015		Registered
BEEKEEPER							
GIBSON BRANDS, INC.	BEEKEEPER	BEEKEEPER Brazil	907156880	907156880	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	BEEKEEPER	BEEKEEPER China	13734992	13734992	Mar 7 2015	9	Registered
GIBSON BRANDS, INC.	BEEKEEPER	EUTM	012429536	012429536	May 13 2014	9, 15, 25	Registered
GIBSON BRANDS, INC.	BEEKEEPER	BEEKEEPER India	2643268	2643268	Aug 31 2016	9	Registered
GIBSON BRANDS, INC.	BEEKEEPER	BEEKEEPER Japan	985382013	56687961	May 9 2014	9	Registered
GIBSON BRANDS, INC.	BEEKEEPER	BEEKEEPER United States of America	86144011	4946668	Apr 26 2016	9	Registered
BEELINE							
GIBSON BRANDS, INC.	BEELINE	BEELINE Brazil	907156886			9	Pending
GIBSON BRANDS, INC.	BEELINE	BEELINE China	13734990	13734990	Apr 21 2015	9	Registered
GIBSON BRANDS, INC.	BEELINE	BEELINE India	2643270	2643270	Aug 31 2016	9	Registered
GIBSON BRANDS, INC.	BEELINE	BEELINE United States of America	86144015	4773636	Jul 14 2015	9	Registered
BEESTRO							
GIBSON BRANDS, INC.	BEESTRO	BEESTRO Brazil	907159966	907159966	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	BEESTRO	BEESTRO China	13734989	13734989	Mar 14 2015	9	Registered
GIBSON BRANDS, INC.	BEESTRO	EUTM	012429593	012429593	Jul 2 2014	9, 15, 25	Registered
GIBSON BRANDS, INC.	BEESTRO	BEESTRO India	2643271	2643271	Aug 31 2016	9	Registered

GIBSON BRANDS, INC. **BEESTRO** **BEESTRO** Japan 985422013 5668468 May 9 2014 9 Registered

BUMBLE BEE

GIBSON BRANDS, INC. **BUMBLE BEE** United States of America 76491210 2898720 Nov 2 2004 15 Registered

BUMBLEBEE

GIBSON BRANDS, INC. **BUMBLEBEE** **BUMBLEBEE** Brazil 907142168 907142168 Dec 20 2016 9 Registered

GIBSON BRANDS, INC. **BUMBLEBEE** EUTM 012429429 012429429 Jul 2 2014 9, 15, 25 Registered

GIBSON BRANDS, INC. **BUMBLEBEE** **BUMBLEBEE** India 2643263 2643263 Aug 5 2016 9 Registered

GIBSON BRANDS, INC. **BUMBLEBEE** **BUMBLEBEE** Japan 985492013 5666267 Apr 25 2014 9 Registered

GIBSON BRANDS, INC. **BUMBLEBEE** **BUMBLEBEE** United States of America 86141986 4773628 Jul 14 2015 9 Registered

KING BEE

GIBSON BRANDS, INC. **KING BEE** **KING BEE** Brazil 907142168 907142168 Sep 27 2016 9 Registered

GIBSON BRANDS, INC. **KING BEE** EUTM 012429511 012429511 Jul 2 2014 9, 15, 25 Registered

GIBSON BRANDS, INC. **KING BEE** **KING BEE** India 2643267 2643267 Aug 26 2016 9 Registered

GIBSON BRANDS, INC. **KING BEE** **KING BEE** Japan 985372013 5664974 Apr 18 2014 Registered

MATH

GIBSON BRANDS, INC. **MATH** **MATH** Brazil 907160026 907160026 Sep 27 2016 9 Registered

GIBSON BRANDS, INC. **MATH** **MATH** China 13734987 9 Pending

GIBSON BRANDS, INC. **MATH** EUTM 012429619 012429619 Jul 31 2014 9, 15, 25 Registered

GIBSON BRANDS, INC. **MATH** **MATH** India 2643273 2643273 Dec 16 2013 9 Registered

GIBSON BRANDS, INC. **MATH** **MATH** Japan 985442013 5704035 Sep 19 2014 9 Registered

MUSETTE

GIBSON BRANDS, INC. **MUSETTE** **MUSETTE** United States of America 87108381 15 Pending

N NEAT MICROPHONES

GIBSON BRANDS, INC. **N NEAT MICROPHONES** United States of America 86022804 4822650 Sep 29 2015 9 Registered



NEAT

GIBSON BRANDS, INC. **NEAT** Brazil 907135960 907135960 Sep 6 2016 9 Registered

GIBSON BRANDS, INC. **NEAT** China 13723578 13723578A May 28 2015 9 Registered

GIBSON BRANDS, INC. **NEAT** India 2643262 9 Pending

GIBSON BRANDS, INC. **NEAT** Japan 980962013 5666263 Apr 25 2014 9 Registered

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GIBSON BRANDS, INC. **neat beeline** Japan 985412013 5664975 Apr 18 2014 Registered

NEAT BUMBLEBEE

GIBSON BRANDS, INC. **NEAT BUMBLEBEE** China 13734981 13734981 Feb 28 2015 Registered

NEAT KING BEE

GIBSON BRANDS, INC. **NEAT KING BEE** China 13734993 13734993 Feb 28 2015 Registered

GIBSON BRANDS, INC.	NEAT KING BEE		United States of America	86792890	5051245	Sep 27 2016	9	Registered
NEAT MUSE								
GIBSON BRANDS, INC.	NEAT MUSE	NEAT MUSE	Brazil	907160107	907160107	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	NEAT MUSE	NEAT MUSE	China	13734983	13734983	Feb 28 2015	9	Registered
GIBSON BRANDS, INC.	NEAT MUSE		EUTM	012429668	012429668	Jun 8 2017	9, 15, 25	Registered
GIBSON BRANDS, INC.	NEAT MUSE	NEAT MUSE	India	2643277	2643277	Aug 31 2016	9	Registered
GIBSON BRANDS, INC.	NEAT MUSE	NEAT MUSE	Japan	985482013	5666266	Apr 25 2014	9	Registered
NEAT WIDGET								
GIBSON BRANDS, INC.	NEAT WIDGET		EUTM	012429643	012429643	Jul 30 2014	9, 15, 25	Registered
GIBSON BRANDS, INC.	NEAT WIDGET	NEAT WIDGET	India	2643275	2643275	Aug 31 2016	9	Registered
GIBSON BRANDS, INC.	NEAT WIDGET	NEAT WIDGET	Japan	985462013	5666265	Apr 25 2014	9	Registered
GIBSON BRANDS, INC.	NEAT WIDGET	NEAT WIDGET	United States of America	86144203	4937204	Apr 12 2016	9	Registered
GIBSON BRANDS, INC. [1515908] Body Incorporate	NEAT WIDGET	NEAT WIDGET	China	13734985	13734985	Feb 28 2015	9	Registered
WORKER BEE								
GIBSON BRANDS, INC.	WORKER BEE	WORKER BEE	Brazil	907156843	907156843	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	WORKER BEE		EUTM	012429502	012429502	May 13 2014	9, 15, 25	Registered
GIBSON BRANDS, INC.	WORKER BEE	WORKER BEE	India	2643266	2643266	Dec 16 2013	9	Registered
GIBSON BRANDS, INC.	WORKER BEE	WORKER BEE	Japan	985362013	5664973	Apr 18 2014		Registered
GIBSON BRANDS, INC.	WORKER BEE	WORKER BEE	United States of America	86144008	4773635	Jul 14 2015	9	Registered