

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROVER PRO PERCUSSION, INC.		05/10/2019	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	RHYTHM BAND INSTRUMENTS, LLC		
Street Address:	2051 Franklin Drive		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76106		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1784059	GROVER PRO PERCUSSION	
Registration Number:	1788089	GROVER	
CORRESPONDENCE DATA			
Fax Number:	4142770656		
<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:	608-257-3501		
Email:	mkeipdocket@michaelbest.com		
Correspondent Name:	Laura M. Konkel		
Address Line 1:	100 East Wisconsin Avenue, Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	212982-9025		
NAME OF SUBMITTER:	Laura M. Konkel		
SIGNATURE:	/Laura M. Konkel/		
DATE SIGNED:	07/02/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made between RHYTHM BAND INSTRUMENTS, LLC, a Texas limited liability company, having a principal office and place of business at 2051 Franklin Drive, Fort Worth, Texas 76106 (the "Company") on one hand, and GROVER PRO PERCUSSION, INC., a Massachusetts corporation (the "Assignor"), on the other hand.

WITNESSETH

WHEREAS, the Assignor owns, has adopted and used in commerce the trademarks, as indicated in the list of marks in Exhibit A to this Agreement (the "Trademarks"); and

WHEREAS, as set forth in an Asset Purchase Agreement of even date between the parties, the Assignor has agreed to assign and the Company has agreed to acquire all of the Assignor's right, title, and interest in and to the Trademarks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof; and

NOW, THEREFORE, in consideration of these premises, \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, transfers, and conveys onto the Company and its successors and assigns all of Assignor's right, title, and interest in and to the Trademarks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof.

2. The Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the Trademarks to the Company.

3. The Assignor agrees to execute all papers and to perform such other proper acts as the Company may deem necessary to secure for the Company or its designee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interests in the Company, its successors, assigns, and legal representatives.

4. The Assignor agrees to communicate with the Company, or its successors, assigns, and legal representatives, any facts known to him respecting the Trademarks, including the dates of first use as set forth in Exhibit A and, when requested, without charge to but at the expense of the Company, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to vest title in the Company and to aid the Company, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Trademarks in all countries.

5. The Assignor represents and warrants that at the time of execution and delivery of this Agreement: (a) all the information contained in Exhibit A herein is correct; and (b) it exclusively owns all rights in the Trademarks without any encumbrances and that it has good and full right and lawful authority to sell and convey the same in the manner set forth herein.


6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

IN WITNESS WHEREOF, Assignor has duly executed this Agreement effective as of May 18 2019.

The Company:

RHYTHM BAND INSTRUMENTS, LLC

By:



JON VANDERPLOEG,
Chairman

The Assignor:

GROVER PRO PERCUSSION, INC.

BY:

NEIL W. GROVER,
PRESIDENT

5. The Assignor represents and warrants that at the time of execution and delivery of this Agreement: (a) all the information contained in Exhibit A herein is correct; and (b) it exclusively owns all rights in the Trademarks without any encumbrances and that it has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

IN WITNESS WHEREOF, Assignor has duly executed this Agreement effective as of May __, 2019.

The Company:

RHYTHM BAND INSTRUMENTS, LLC

By: _____

JON VANDERPLOEG,
Chairman

The Assignor:

GROVER PRO PERCUSSION, INC.

By: _____

NEIL W. GROVER,
PRESIDENT

EXHIBIT A

TABLE 1: U.S. REGISTERED TRADEMARKS

MARK	SERIAL NO.	REGISTRATION NO.	GOODS/ SERVICES
Grover Pro Percussion	74336841	1784059	Int'l Class 015: Percussion musical instruments, parts, and accessories; namely, tambourines, jingles, triangles, snare drums, woodblocks, mallets, beaters, clips, strainers, snares, snare cords, carrying cases.
GROVER	74336840	1788089	Int'l Class 015: Percussion musical instruments, parts, and accessories; namely, tambourines, jingles, triangles, snare drums, woodblocks, mallets, beaters, clips, strainers, snares, snare cords, carrying cases

TABLE 2: U.S. COMMON LAW TRADEMARKS

MARK	FIRST USE DATE	FIRST USE IN COMMERCE DATE	GOODS/SERVICES
Super-Overtone	1980	1980	Int'l Class 015
Projection-Plus	1982	1982	Int'l Class 015
Bantamweight	2016	2016	Int'l Class 015
Alloy 303	1980	1980	Int'l Class 015
Blocknock	2014	2014	Int'l Class 015
Bronze Pro Hammered	2011	2011	Int'l Class 015
Bronze Hammered Lite	2015	2015	Int'l Class 015
Chromatone	2014	2014	Int'l Class 015

G1	2013	2013	Int'l Class 015
G2	2013	2013	Int'l Class 015
G3	2013	2013	Int'l Class 015
Roll Ring	2012	2012	Int'l Class 015
Sound Values	2010	2010	Int'l Class 015
Studio Pro	2014	2014	Int'l Class 015
X-Series	2009	2009	Int'l Class 015
Spectrasound	2003	2003	Int'l Class 015
ITap	2016	2016	Int'l Class 015
KeeGee	2015	2015	Int'l Class 015
Custom Dry	2009	2009	Int'l Class 015
GSX	2015	2015	Int'l Class 015
SX Series	2017	2017	Int'l Class 015