

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dana Bourgeois		10/08/2019	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bourgeois Guitars, LLC		
Street Address:	41 Canal Street		
City:	Lewiston		
State/Country:	MAINE		
Postal Code:	04243		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2747340	BOURGEOIS	
Registration Number:	4549352	AGED TONE	
CORRESPONDENCE DATA			
Fax Number:	2166216165		
<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:	2166211113		
Email:	ngingo@rennerotto.com		
Correspondent Name:	Nicholas J. Gingo		
Address Line 1:	1621 Euclid Ave.		
Address Line 2:	19th Floor		
Address Line 4:	Cleveland, OHIO 44115		
NAME OF SUBMITTER:	Nicholas J. Gingo		
SIGNATURE:	/Nicholas J. Gingo/		
DATE SIGNED:	10/14/2019		
Total Attachments: 3			
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OP \$65.00 2747340

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) dated October 8, 2019, by and between Dana Bourgeois, an individual with an address of 41 Canal Street, Lewiston Maine 04243 (“Assignor”) and Bourgeois Guitars, LLC, a Delaware limited liability company with an address of 41 Canal Street, Lewiston, Maine (“Assignee”), to and have executed and delivered a DOMAIN NAME ASSIGNMENT AND TRADEMARK ASSIGNMENT AGREEMENT, dated the date hereof (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to acquire certain assets, including, without limitation, U.S. Trademark Registration No. 2747340 for the word mark “Bourgeois” for guitars, U.S. Trademark Registration No. 4549352 for the word mark “Aged Tone”, and WIPO Madrid Registration Number 1194962 for the word mark “Bourgeois” (collectively, the “Registered Mark”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor is the registered owner of the Registered Mark and hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Registered Mark, including, without limitation, all common law rights for which no applications or registrations exist, common law rights that are associated with any pending applications, all applications to register any of the Registered Mark, and all registrations that have been or may be granted for any of the Registered Mark, together with all common law rights, and all goodwill associated with the Registered Mark and symbolized thereby, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Registered Mark and to fully and entirely stand in the place of the Assignor in all matters related to the Registered Mark.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

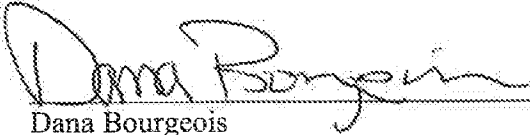
b. Assignor grants the attorney of record the power to insert on this Assignment any further identifying information describing the parties or the Registered Mark, that may be necessary or desirable in order to comply with the rules of United States or foreign governments or patent and trademark offices, for recordation of this document.

c. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter

make any assignment, grant, mortgage, license, or other agreement affecting the transfer of all rights, titles, and interests herein conveyed.

3. Miscellaneous. Nothing in this Assignment shall be construed in any way to waive, limit, expand, modify, supersede or otherwise affect the terms and conditions contained in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by signed by all parties hereto. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment will be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

ASSIGNOR:


Dana Bourgeois

Date: 10/8/19

ASSIGNEE:

Bourgeois Guitars, LLC

By: _____

Date: 10/8/19

Name: _____

Title: _____

make any assignment, grant, mortgage, license, or other agreement affecting the transfer of all rights, titles, and interests herein conveyed.

3. Miscellaneous. Nothing in this Assignment shall be construed in any way to waive, limit, expand, modify, supersede or otherwise affect the terms and conditions contained in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by signed by all parties hereto. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment will be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

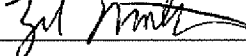
ASSIGNOR:

Dana Bourgeois

Date: 10/8/19

ASSIGNEE:

Bourgeois Guitars, LLC

By: 

Date: 10/8/19

Name: Zachary Maltzman

Title: Manager