

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546517

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bourgeois Guitars LLC		10/08/2019	Limited Liability Company: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dana Bourgeois		
<b>Street Address:</b>	41 Canal Street		
<b>City:</b>	Lewiston		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	04243		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2747340	BOURGEOIS	
<b>Registration Number:</b>	4549352	AGED TONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	207-786-3566		
<b>Email:</b>	trademarks@brannlaw.com		
<b>Correspondent Name:</b>	Kevin R. Haley		
<b>Address Line 1:</b>	184 Main Street		
<b>Address Line 2:</b>	P.O. Box 3070		
<b>Address Line 4:</b>	Lewiston, MAINE 04243-3070		
<b>NAME OF SUBMITTER:</b>	Kevin R. Haley		
<b>SIGNATURE:</b>	/Kevin R. Haley/		
<b>DATE SIGNED:</b>	10/24/2019		
<b>Total Attachments: 5</b>			
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# **DOMAIN NAME ASSIGNMENT AND TRADEMARK ASSIGNMENT AGREEMENT**

This DOMAIN NAME ASSIGNMENT AND TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into this 8<sup>th</sup> day of October 2019, by and between Dana Bourgeois, an individual with an address of 41 Canal Street, Lewiston Maine 04243 ("Seller"), and Bourgeois Guitars LLC, a Delaware limited liability company with an address of 41 Canal Street, Lewiston, Maine ("Buyer").

## **BACKGROUND**

A. Seller owns the marks set forth on Exhibit A hereto (collectively referred to as the "Registered Mark") and since early 2011 has provided services and goods which have been promoted and sold under the "Bourgeois" trademark (the "Trademark") and brand name (the "Brand Name"), and marketed such services and goods online at various domain names and social media pages containing the word "Bourgeois Guitars" or "Bourgeois."

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Intellectual Property (as defined below) based upon the terms and conditions set forth in this Agreement.

## **AGREEMENT**

Accordingly, in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the parties agree as follows.

### **ARTICLE 1 PURCHASE AND SALE OF INTELLECTUAL PROPERTY**

1. Purchased Assets/Intellectual Property: At the Closing (as hereinafter defined), and subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller, and Seller shall sell and transfer to Buyer, free and clear of any liens and encumbrances (including, but not limited to, financial liens and licenses, other than a license to Pantheon Guitars, LLC contained in a Luthier Agreement between Seller and Pantheon Guitars, LLC dated April 4, 2011, which is being terminated in connection with this transaction (the "Intellectual Property License") all of Seller's right, title and interest in and to the following (the "Intellectual Property"):

- a. all rights in the BOURGEOIS trade mark, the Registered Mark, applications for and registrations of any of the foregoing, trade names (specifically "Bourgeois Guitars") and logos arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including the goodwill connected with the use of and symbolized by the BOURGEOIS trademark and Registered Mark; and
- b. all Seller-owned internet domain names containing the word "Bourgeois" or "Bourgeois Guitars" registered in any top-level domain by any authorized private

registrar or governmental authority and web addresses, which are all identified in Exhibit A to this Agreement (collectively “the Domains”); and

c. all Seller-owned or managed accounts with Twitter, Facebook, Instagram, Pinterest, and other social media companies, directly linked to Bourgeois Guitars, which are all identified in Exhibit B to this Agreement.

1.2

a.

b.

a.

b.

c.

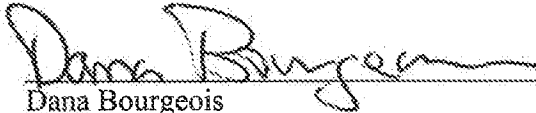
c. As collateral security for the payment of the Purchase Price, until such as the Purchase Price has been paid in full, Buyer hereby grants to Seller a security interest in the Trademark. Seller agrees to subordinate the indebtedness evidenced by this Agreement and the payment of the Purchase Price hereof, and any security interest granted to it herein to a Senior Lender and Seller will execute a subordination agreement as requested by such Senior Lender to effectuate the foregoing, provided however that no such subordination may prevent Seller from receiving the payments to which he is entitled under this Agreement. As used herein, the term “Senior Lender” shall mean commercial banks, trust companies and other financial institutions that lends money to Buyer and/or Eastman Music Company.

d. Eastman Music Company, owner of all the outstanding membership interests in Buyer, shall guarantee Buyer’s obligations to pay the Purchase Price hereunder by executing and delivery to Seller the Guaranty, in the form attached hereto as Attachment I.

1.3 Closing: The closing of the transactions contemplated by this Agreement (the “Closing”) shall occur simultaneous with the execution of this Agreement by both parties remotely

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**SELLER:**

  
.....  
Dana Bourgeois

Date: 10/8/19

**BUYER:**

Bourgeois Guitars LLC

.....

Date: 10/8/19

By: .....

Name: .....

Title: .....

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**SELLER:**

\_\_\_\_\_ Date: 10/8/19  
Dana Bourgeois

**BUYER:**

Bourgeois Guitars LLC

 \_\_\_\_\_ Date: 10/8/19  
By:  \_\_\_\_\_

Name: Zachary Maltzman

Title: Manager

**EXHIBIT A**

**DOMAIN NAMES and TRADEMARK LIST**

Domain Names:

None

Trademarks:

<b>Trademark</b>	<b>Registration Number</b>
Bourgeois	US Registration Number 2747340
Bourgeois (Madrid Protocol)	WIPO Madrid Registration Number 1194962
Aged Tone	US Registration Number 4549352