

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641853

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900603591

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gaither Music Company Inc.		12/31/2018	Corporation: INDIANA
Spring House Productions, Inc.		12/31/2018	Corporation: INDIANA
WJG Inc.		12/31/2018	Corporation: INDIANA
Spring Hill Music Group Inc.		12/31/2018	Corporation: INDIANA
Spring House, Inc.		12/31/2018	Corporation: INDIANA
Spring House Recording, Inc.		12/31/2018	Corporation: INDIANA
William J. Gaither		12/31/2018	INDIVIDUAL: UNITED STATES
Gloria Gaither		12/31/2018	INDIVIDUAL: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Gaither Music Group LLC
<b>Street Address:</b>	101 Winners Cir
<b>Internal Address:</b>	Ste 123
<b>City:</b>	Brentwood
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37027
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE

## PROPERTY NUMBERS Total: 67

Property Type	Number	Word Mark
<b>Registration Number:</b>	2688543	COMING HOME MUSIC
<b>Registration Number:</b>	2601704	COMING HOME MUSIC
<b>Registration Number:</b>	2313107	
<b>Registration Number:</b>	2353104	
<b>Registration Number:</b>	2326785	BECAUSE HE LIVES
<b>Registration Number:</b>	2366215	BECAUSE HE LIVES
<b>Registration Number:</b>	2368323	BECAUSE HE LIVES
<b>Registration Number:</b>	3950393	BILL AND GLORIA GAITHER
<b>Registration Number:</b>	3950392	BILL AND GLORIA GAITHER
<b>Registration Number:</b>	2557782	BILL GAITHER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2351812	BILL GAITHER
Registration Number:	2348621	BILL GAITHER
Registration Number:	2385637	BILL GAITHER TRIO
Registration Number:	2234201	FRITZ
Registration Number:	2428301	G GAITHER TELEVISION PRODUCTIONS
Registration Number:	2428302	GAITHER
Registration Number:	2374996	GAITHER
Registration Number:	3813247	GAITHER FAMILY RESOURCES
Registration Number:	3650444	GAITHER FAMILY RESOURCES
Registration Number:	2399824	GAITHER GOSPEL HOUR
Registration Number:	2222371	GAITHER GOSPEL SERIES
Registration Number:	2368377	GAITHER GS STUDIOS
Registration Number:	2348608	GAITHER GS STUDIOS
Registration Number:	2372272	GAITHER HOMECOMING CONCERT
Registration Number:	2399825	GAITHER HOMECOMING HOUR
Registration Number:	2414062	GAITHER KIDS SERIES
Registration Number:	2414061	GAITHER KIDS SERIES
Registration Number:	2401693	GAITHER MUSIC COMPANY
Registration Number:	2387502	GAITHER MUSIC COMPANY
Registration Number:	2370841	GAITHER STUDIOS
Registration Number:	2426707	GAITHER TELEVISION PRODUCTIONS
Registration Number:	2071487	GAITHER VIDEO SERIES
Registration Number:	2345451	GAITHER VOCAL BAND
Registration Number:	2357395	GAITHER VOCAL BAND
Registration Number:	2387503	GAITHER VOCAL BAND
Registration Number:	2347132	GAITHER VOCAL BAND
Registration Number:	2411439	GAITHER'S POND
Registration Number:	2370840	GLORIA GAITHER
Registration Number:	2817667	GLORIA GAITHER LIFE PRINTS
Registration Number:	2382628	HOMECOMING
Registration Number:	2335538	HOMECOMING
Registration Number:	2328629	HOMECOMING FRIENDS
Registration Number:	2370191	HOMECOMING FRIENDS
Registration Number:	2385462	THE HOMECOMING KIDS
Registration Number:	2371037	THE HOMECOMING KIDS
Registration Number:	2355332	THE HOMECOMING KIDS
Registration Number:	2118507	GREEN HILL
Registration Number:	3974235	SPRING HILL

Property Type	Number	Word Mark
Registration Number:	3098658	SLANTED RECORDS
Registration Number:	2296219	SPRING HILL MUSIC GROUP, INC.
Registration Number:	3937826	GGS
Registration Number:	3937809	GGS
Registration Number:	2407314	GVB
Registration Number:	2362035	GVB
Registration Number:	2343516	GVB
Registration Number:	2328630	HALL OF HONOR
Registration Number:	2770131	HOMECOMING
Registration Number:	2329277	HOMECOMING
Registration Number:	2355393	I AM A PROMISE
Registration Number:	1604093	JUBILATE'
Registration Number:	2590285	KIDS UNDER CONSTRUCTION
Registration Number:	2590284	KIDS UNDER CONSTRUCTION
Registration Number:	2023418	PRAISE GATHERING
Registration Number:	2104125	SPRING HOUSE
Registration Number:	2412424	THE BEST OF THE JUBILEE YEARS
Registration Number:	2099171	THE BRANCH OFFICE
Serial Number:	76327538	SPRING HOUSE PRODUCTIONS

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 615-255-6161  
**Email:** mbeckett@milomlaw.com  
**Correspondent Name:** MATTHEW BECKETT  
**Address Line 1:** 3310 West End Ave. 610  
**Address Line 2:** 610  
**Address Line 4:** NASHVILLE, TENNESSEE 37203

<b>ATTORNEY DOCKET NUMBER:</b>	2904-800
<b>NAME OF SUBMITTER:</b>	Matthew Beckett
<b>SIGNATURE:</b>	/matthewbeckett/
<b>DATE SIGNED:</b>	04/24/2021

**Total Attachments: 10**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), dated as of December 31, 2018 (the "Effective Date"), is made by and among **William J. Gaither** ("WG"), **Gloria Gaither** ("GG"), **Gaither Music Company Inc.**, an Indiana corporation d/b/a "Gaither Music Companies", "Gaither Music Company", "Gaither Copyright Management" and "Gaither Music Group" ("GMC"), **Spring House Productions, Inc.**, an Indiana corporation d/b/a "Branch Office" for itself and as successor-in-interest to The Branch Office, Inc., an Indiana corporation, and Coming Home Music, Inc. an Indiana corporation ("SHP"), **WJG Inc.**, an Indiana corporation d/b/a "Hanna Street Music" and "Life Gate Music" ("WJG"), **Spring Hill Music Group Inc.**, an Indiana corporation, d/b/a, in Tennessee, as "Green Hill Productions", "Hillsboro Jazz", "Slanted Records", "Spring Hill Music Group", "Spring Hill Recording Company", "Hill Spring Music Publishing", "Spring Hill Music", "Willow Branch Publishing", "Winken Music" "Green Hill's Treehouse Ent.", "Hillsboro Music", "Loving Care Children", "Spring Hill Administration", "Spring Hill Worship" and "BMM Music" ("SHMG"), **Spring House, Inc.**, an Indiana corporation ("SH"), and **Spring House Recording, Inc.**, an Indiana corporation d/b/a "Spring House Recording Co." ("SHR") (WG, GG, GMC, SHP, WJG, SHMG, SH, and SHR are sometimes individually and collectively referred to herein as "Assignor"), on the one hand, and **Gaither Music Group LLC** ("Purchaser"), on the other hand.

### WITNESSETH:

WHEREAS, the Assignor and Purchaser, together with other persons a party thereto, entered into that certain Asset Purchase Agreement, dated as of even date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Purchaser agreed to purchase and accept and Assignor agreed to transfer and assign to Purchaser all of Assignor's right, title and interest in, to and under certain of Assignor's trademarks, and any registrations thereof or applications therefor, including those listed in Schedule A hereto and including all goodwill associated therewith (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Purchaser, and Purchaser hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Purchaser shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Purchaser's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant U.S. and foreign local, state and national trademark offices.

Section 1.4 General Provisions. This Assignment, the Transaction Documents (as defined in the Purchase Agreement) and the Purchase Agreement, in each case including the schedules and exhibits hereto and thereto, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Purchaser under the Purchase Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Purchase Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement, as applicable, shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.5 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction that would require the application of any other jurisdiction's laws. All claims, disputes or disagreements that may arise out of the interpretation, performance or breach of this Assignment shall be submitted exclusively to the jurisdiction of the state courts of the State of New York County, New York or the Federal District courts located in the Southern District of New York.

Section 1.6 Counterparts. This Assignment may be executed in one or more counterparts, and counterparts by facsimile, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Assignment by signing any such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**SELLER:**

GAITHER MUSIC COMPANY INC.

By: [Signature]  
Its: President

**PURCHASER:**

GAITHER MUSIC GROUP LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SPRING HOUSE PRODUCTIONS, INC., for itself and as successor-in-interest to THE BRANCH OFFICE, INC., an Indiana corporation, and COMING HOME MUSIC, INC., an Indiana corporation

By: [Signature]  
Its: President

WJG INC.

By: [Signature]  
Its: President

SPRING HOUSE RECORDING, INC.

By: [Signature]  
Its: President

SPRING HILL MUSIC GROUP, INC.

By: [Signature]  
Its: President

SPRING HOUSE, INC.

By: [Signature]  
Its: President

[Signature Page to Trademark Assignment Agreement]

*William J. Gaither*

William J. Gaither

*Gloria Gaither*

Gloria Gaither



IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**SELLER:**

GAITHER MUSIC COMPANY INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SPRING HOUSE PRODUCTIONS, INC., for itself and as successor-in-interest to THE BRANCH OFFICE, INC., an Indiana corporation, and COMING HOME MUSIC, INC., an Indiana corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

WJG INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SPRING HOUSE RECORDING, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SPRING HILL MUSIC GROUP, INC.


By: \_\_\_\_\_  
Its: \_\_\_\_\_

SPRING HOUSE, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PURCHASER:**

GAITHER MUSIC GROUP LLC

By:   
Its: Ramon Villa, CFO of parent






Schedule A



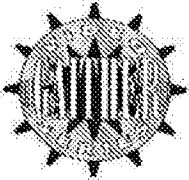
Trademarks





[See Attached.]

ATL 23132844v3

Schedule 8(gg)  
Trademarks

Name of Mark	Owner	Reg. or Serial #	Reg. Date	Action Due Date
COMING HOME MUSIC	Coming Home Music Inc.	2688543	February 18, 2003	February 18, 2023
COMING HOME MUSIC	Coming Home Music Inc.	2601704	July 30, 2002	July 30, 2022
	Gaither Music Company, Inc.	2313107	February 1, 2000	February 1, 2020
	Gaither Music Company, Inc.	2353104	May 30, 2000	May 30, 2020
BECAUSE HE LIVES	Gaither Music Company, Inc.	2326785	March 7, 2000	March 7, 2020
BECAUSE HE LIVES	Gaither Music Company, Inc.	2366215	July 11, 2000	July 11, 2020
BECAUSE HE LIVES	Gaither Music Company, Inc.	2368323	July 18, 2000	July 18, 2020
Bill and Gloria Gaither	Gaither Music Company, Inc.	3950393	April 26, 2011	April 26, 2021
Bill and Gloria Gaither	Gaither Music Company, Inc.	3950392	April 26, 2011	April 26, 2021
BILL GAITHER	Gaither Music Company, Inc.	2557782	April 9, 2002	April 9, 2022
BILL GAITHER	Gaither Music Company, Inc.	2351812	May 23, 2000	May 23, 2020
BILL GAITHER	Gaither Music Company, Inc.	2348621	May 9, 2000	May 9, 2020
BILL GAITHER TRIO	Gaither Music Company, Inc.	2385637	September 12, 2000	September 12, 2020
<i>Fritz</i>	Gaither Music Company, Inc.	2234201	March 23, 1999	March 23, 2019
	Gaither Music Company, Inc.	2428301	February 13, 2001	February 13, 2021
GAITHER	Gaither Music Company, Inc.	2428302	February 13, 2001	February 13, 2021
GAITHER	Gaither Music Company, Inc.	2374996	August 8, 2000	August 8, 2020
	Gaither Music Company, Inc.	3813247	July 6, 2010	Cancelled as of February 10, 2017
Gaither Family Resources	Gaither Music Company, Inc.	3650444	July 7, 2009	July 7, 2019
GAITHER GOSPEL HOUR	Gaither Music Company, Inc.	2399824	October 31, 2000	October 31, 2020
GAITHER GOSPEL SERIES	Gaither Music Company, Inc.	2222371	February 9, 1999	February 9, 2019
	Gaither Music Company, Inc.	2368377	July 18, 2000	July 18, 2020

Name of Mark	Owner	Reg. or Serial #	Reg. Date	Action Due Date
	Gaither Music Company, Inc.	2348608	May 9, 2000	May 9, 2020
GAITHER HOMECOMING CONCERT	Gaither Music Company, Inc.	2372272	August 1, 2000	August 1, 2020
GAITHER HOMECOMING HOUR	Gaither Music Company, Inc.	2399825	October 31, 2000	October 31, 2020
	Gaither Music Company, Inc.	2414062	December 19, 2000	December 19, 2020
GAITHER KID SERIES	Gaither Music Company, Inc.	2414061	December 19, 2000	December 19, 2020
GAITHER MUSIC COMPANY	Gaither Music Company, Inc.	2401693	November 7, 2000	November 7, 2020
GAITHER MUSIC COMPANY	Gaither Music Company, Inc.	2387502	September 19, 2000	September 19, 2020
GAITHER STUDIOS	Gaither Music Company, Inc.	2370841	July 25, 2000	July 25, 2020
Gaither Television Productions	Gaither Music Company, Inc.	1140167 (Australia)	October 26, 2012	October 26, 2022
Gaither Television Productions	Gaither Music Company, Inc.	1140167 (Norway)	October 26, 2012	October 26, 2022
Gaither Television Productions	Gaither Music Company, Inc.	1140167 (U.K.)	October 26, 2012	October 26, 2022
GAITHER TELEVISION PRODUCTIONS	Gaither Music Company, Inc.	2426707	February 6, 2001	February 6, 2021
Gaither Television Productions	Gaither Music Company, Inc.	1140167 (WIPO)	October 26, 2012	October 26, 2022
	Gaither Music Company, Inc.	2071487	June 17, 1997	Cancelled as of December 17, 2017
GAITHER VOCAL BAND	Gaither Music Company, Inc.	2345451	April 25, 2000	April 25, 2020
GAITHER VOCAL BAND	Gaither Music Company, Inc.	2357395	June 13, 2000	June 13, 2020
GAITHER VOCAL BAND	Gaither Music Company, Inc.	2387503	September 19, 2000	September 19, 2020
GAITHER VOCAL BAND	Gaither Music Company, Inc.	2347132	May 2, 2000	May 2, 2020
GAITHER'S POND	Gaither Music Company, Inc.	2411439	December 5, 2000	December 5, 2020
GLORIA GAITHER	Gaither Music Company, Inc.	2370840	July 25, 2000	July 25, 2020
GLORIA GAITHER LIFEPRINTS	Gaither Music Company, Inc.	2817867	February 24, 2004	Abandoned in 2004
HOMECOMING	Gaither Music Company, Inc.	2382628	September 5, 2000	September 5, 2020
HOMECOMING	Gaither Music Company, Inc.	2335538	March 28, 2000	March 28, 2020

Name of Mark	Owner	Reg. or Serial #	Reg. Date	Action Due Date
HOMECOMING FRIENDS	Gaither Music Company, Inc.	2328629	March 14, 2000	March 14, 2020
HOMECOMING FRIENDS	Gaither Music Company, Inc.	2370191	July 25, 2000	July 25, 2020
THE HOMECOMING KIDS	Gaither Music Company, Inc.	2385462	September 12, 2000	September 12, 2020
THE HOMECOMING KIDS	Gaither Music Company, Inc.	2371037	July 25, 2000	July 25, 2020
THE HOMECOMING KIDS	Gaither Music Company, Inc.	2355332	June 6, 2000	June 6, 2020
GREEN HILL	Spring Hill Music Group, Inc.	2118507	December 2, 1997	December 2, 2027
SPRING HILL	Spring Hill Music Group, Inc.	3974235	June 7, 2011	June 7, 2021
SLANTED RECORDS	Spring Hill Music Group, Inc.	3098658	May 30, 2008	May 30, 2026
	Spring Hill Music Group, Inc.	2296219	November 30, 1999	November 30, 2019
GGS	Spring House, Inc.	3937826	March 29, 2011	March 29, 2021
GGS	Spring House, Inc.	3937809	March 29, 2011	March 29, 2021
GVB	Spring House, Inc.	2407314	November 21, 2000	November 21, 2020
GVB	Spring House, Inc.	2362035	June 27, 2000	June 27, 2020
GVB	Spring House, Inc.	2343516	April 18, 2000	April 18, 2020
HALL OF HONOR	Spring House, Inc.	2328630	March 14, 2000	March 14, 2020
HOMECOMING	Spring House, Inc.	2770131	September 30, 2003	September 30, 2023
HOMECOMING	Spring House, Inc.	2329277	March 14, 2000	March 14, 2020
I AM A PROMISE	Spring House, Inc.	2355393	June 6, 2000	June 6, 2020
JUBILATE'	Spring House, Inc.	1604093	June 26, 1990	June 26, 2020
	Spring House, Inc.	2590285	July 9, 2002	July 9, 2022
	Spring House, Inc.	2590284	July 9, 2002	July 9, 2022
PRAISE GATHERING	Spring House, Inc.	2023418	December 17, 1996	December 17, 2026
SPRING HOUSE	Spring House, Inc.	2104125	October 7, 1997	October 7, 2027
THE BEST OF THE JUBILEE YEARS	Spring House, Inc.	2412424	December 12, 2000	December 12, 2020
	Spring House Productions, Inc.	2099171	September 23, 1997	September 23, 2027
SPRING HOUSE PRODUCTIONS	Spring House Productions, Inc.	76327538	NA	Abandoned in 2004

Name of Mark	Owner	Reg. or Serial #	Reg. Date	Action Due Date
<p>While Seller does not claim that they own any rights in or to any common law trademark rights or any rights in or to any trademarks that are unregistered (collectively, the "<u>Common Law and Unregistered Rights</u>"), Seller nevertheless transfers to Purchaser all right, title and interest in and to such Common Law and Unregistered Rights which Seller or any Seller Related Party holds or otherwise owns to Purchaser hereunder (the "<u>CLUR Quit-Claim</u>").</p>				