

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAMICK MUSIC CORP.		11/29/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RHYTHM BAND INSTRUMENTS, LLC		
Street Address:	923 Cook Lane		
City:	Saginaw		
State/Country:	TEXAS		
Postal Code:	76131		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2411649	SILVERTONE	
Registration Number:	2447283	SILVERTONE	
Registration Number:	2619343	SILVERTONE	
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:	4142716560		
Email:	hkmiyake@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	790 N. Water Street, Suite 2500		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Kim Miyake		
SIGNATURE:	/Kim Miyake/		
DATE SIGNED:	03/28/2022		
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 923 Cook Lane, Saginaw, Texas 76131 (the "Company") on one hand, and SAMICK MUSIC CORP., a California corporation (the "Assignor"), on the other hand.

WITNESSETH

WHEREAS, the Assignor owns, has adopted and used in commerce certain trademarks in connection with the manufacture and sale of Silvertone Brand Guitars (the "Trademarks"); including those indicated in the list of marks in Exhibit A to this Agreement and

WHEREAS, as set forth in the Asset Purchase Agreement dated October 30, 2020, between the parties (the "Purchase Agreement"), the Assignor agreed to assign and the Company agreed to acquire all of the Assignor's right, title, and interest in and to the Trademarks relating to the Silvertone Brand, both registered and common law, whether or not described in Exhibit "A" hereto 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 upon the satisfaction of certain conditions which have been satisfied as of the date hereof; 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, including, but not limited to, those described in Exhibit "A" hereto, and 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 in the United States of America, and any comparable governmental authority or agency outside of the United States of America in which such Trademarks registered 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 as long as the foregoing assistance by the Assignor is commercially reasonable. The Assignor hereby releases the Assignor from any liabilities arising from, in connection with, related to and caused by the foregoing assistance by the Assignor.

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) Assignor exclusively owns all rights in the Trademarks without any encumbrances and that Assignor 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 Delaware.

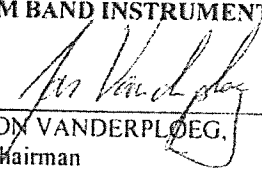
7. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement

IN WITNESS WHEREOF, Assignor has duly executed this Agreement effective as of the _____ day of October, 2021.

The Company:

RHYTHM BAND INSTRUMENTS, LLC:

By:



JON VANDERPLOEG,
Chairman

The Assignor:

SAMICK MUSIC CORP.

By:



NAME: Kenneth J. Jorgensen
TITLE: CEO

RHYTHM BAND INSTRUMENTS, LLC

By: JON VANDERPLOEG
Title: Chairman

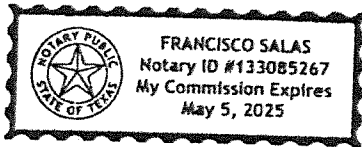
^{November}
Dated: ~~OCTOBER~~, 2021

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 29th day of ^{November}~~October~~, 2021 by Jon Vanderploeg, Chairman of Rhythm Band Instruments, LLC.

Given under my hand and seal of office on the 29th day of ^{November}~~October~~, 2021.



Francisco Salas
Notary Public in and for the
State of Texas

May 5, 2025
My commission expires:

JB

PH

SAMICK MUSIC CORP.

BY: [Signature]
TITLE: CEO

Dated: ~~OCTOBER 29~~, 2021
November

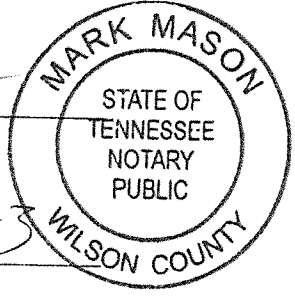
ACKNOWLEDGMENT

STATE OF TENNESSEE §
 §
COUNTY OF SUMNER §

This instrument was acknowledged before me on the 29 day of ~~October~~ ^{November}, 2021 by Sunback Jung, the CEO of Samick Music Corp.

Given under my hand and seal of office on the 29 day of ~~October~~ ^{November}, 2021.

[Signature]
Notary Public in and for the
State of Tennessee
7/24/23
My commission expires:



[Signature]

[Signature]

EXHIBIT A

Mark	Serial No./ Registration	
SILVERTONE	2,411,649	
SILVERTONE	2,447,283	
Silvertone	86/108,361	Abandoned
Silvertone-	2,619,343	
Silvertone	2,909,909	Cancelled

[Handwritten initials]

[Handwritten mark]