

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baldwin Piano, Inc.		11/16/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Gibson Guitar Corp.		
Street Address:	309 Plus Park Boulevard		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2751275	VALLEY ARTS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-228-7439		
Email:	abates@bates-bates.com		
Correspondent Name:	Andrea E. Bates		
Address Line 1:	964 Dekalb Ave.		
Address Line 2:	Unit 101		
Address Line 4:	ATLANTA, GEORGIA 30307		
NAME OF SUBMITTER:	Andrea E. Bates		
Signature:	/Andrea E. Bates/		
Date:	12/17/2012		
Total Attachments: 1 source=VALLEY ARTS Assignment US#page1.tif			

OP \$40.00 2751275

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Assignment"), effective on November 16, 2012, ("Effective Date"), has been made and entered into by and between BALDWIN PIANO, INC., a Delaware corporation ("Assignor") and GIBSON GUITAR CORP., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of U.S. Trademark Registration No. 2,751,275 for VALLEY ARTS, used in connection with "stringed musical instruments, namely guitars" in International Class 15 and registered on August 12, 2003, as well as all common law rights to the mark (the "Mark"); and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title, and interest, whether statutory or at common law, in and to the Mark, together with the goodwill of the business symbolized by the Mark in the United States and throughout the world, and all registrations and pending applications therefor, in the United States and all countries throughout the world (collectively referred to as "All Marks"), together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain all damages and/or profits for past, present or future infringement or other unauthorized use of All Marks, the intent hereof being to substitute the Assignee in the place of the Assignor as of the Effective Date.

Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to All Marks in the Assignee, or which may be necessary to obtain, renew, issue or enforce All Marks.

In WITNESS WHEREOF, the parties have caused this Assignment to be signed by a duly authorized officer or representative as of the Effective Date.

"ASSIGNOR"

BALDWIN PIANO, INC.

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

"ASSIGNEE"

GIBSON GUITAR CORP.

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_