

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ashdown Design & Marketing		08/19/2014	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Gibson Brands, Inc.		
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:	3957037	SNAKEPIT	
CORRESPONDENCE DATA			
Fax Number:	4049636231		
<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:	404-228-7439		
Email:	jsteed@bates-bates.com		
Correspondent Name:	Joanna Steed		
Address Line 1:	1890 Marietta Blvd., NW		
Address Line 4:	Atlanta, GEORGIA 30318		
ATTORNEY DOCKET NUMBER:	SNAKEPIT		
NAME OF SUBMITTER:	Joanna E. Steed		
SIGNATURE:	/Joanna E. Steed/		
DATE SIGNED:	08/27/2014		
Total Attachments: 2			
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TM Assignment

WHEREAS, Ashdown Design & Marketing, a UK corporation, having an address of Chignal St. James The Stables, Stevens Farms, Mashbury Rd Chelmsford, Essex UNITED KINGDOM CM14TX ("Assignor"), is the owner of all right, title and interest in and to the U.S. and CTM SNAKEPIT (classes 9 and 15) trademarks, U.S. registration number 3957037 and CTM registration number 9173956 (the "Trademarks");

WHEREAS Gibson Brands, Inc. ("Assignee"), is desirous of acquiring the Trademarks, in their entirety; and

WHEREAS, Assignor agrees that it will promptly execute or arrange for execution of such further assignment or consent documents or other legal instruments as may be required, if any, from Assignor to perfect this assignment within the USPTO and OHIM or related office.

NOW THEREFORE, for good and valuable consideration of \$ [REDACTED] which will be paid within 3 days of the date of this agreement via wire to Account Number: [REDACTED] [REDACTED] 2 Account Name: [REDACTED] [REDACTED], the receipt and sufficiency of consideration which is hereby acknowledged and Assignor hereby assigns and transfers to Assignee complete ownership rights to the Trademarks, as more fully set forth below:

1. Assignor hereby assigns all right title and interest, including all goodwill and the right to sue for and collect past, present or future damages related to the Trademarks.
2. Assignor is the sole and exclusive owner of the Trademarks and the Trademarks are assigned free of all encumbrances, liens or licenses. There are no third party claims against the Trademarks. The Trademarks' registrations are valid and enforceable.
3. If it is found that Assignor or its affiliates own any interest in and to the SNAKEPIT trademark in any other territory, Assignor will and hereby does assign all of their right title and interest in and to the trademark(s) to Assignee, without additional consideration.
4. Assignor will not adopt the same or similar trademark to the Trademarks.
5. Assignor will not challenge or interfere with Assignees rights to the Trademarks.

This represents the entire understanding of the parties hereto and supersedes any prior or contemporaneous agreement regarding the same. The laws of the United States and the state of Tennessee govern this agreement. This agreement can only be modified if in a writing signed by each party. Any disputed related to this agreement shall be subject to the exclusive jurisdiction of the Tennessee courts.

[Signatures On The Following Pages]

In WITNESS WHEREOF, the parties have caused this Assignment to be signed by a duly authorized officer/representative this 19 day of AUGUST, 2014.

Gibson Brands, Inc.

By [Signature]
Name BRUCE A. MITCHELL
Title EVP

Ashdown Design & Marketing

By [Signature]
Name MARK GOODEN
Title MD / OWNER