

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459308

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		01/09/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Davitt & Hanser Music Co.
Street Address:	3015 Kustom Drive
City:	Hebron
State/Country:	KENTUCKY
Postal Code:	41048
Entity Type:	Corporation: OHIO
Name:	Nuvo Technologies LLC
Street Address:	3015 Kustom Drive
City:	Hebron
State/Country:	KENTUCKY
Postal Code:	41048
Entity Type:	Limited Liability Company: OHIO
Name:	Kustom Musical Amplification, Inc.
Street Address:	3015 Kustom Drive
City:	Hebron
State/Country:	KENTUCKY
Postal Code:	41048
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3391793	MICHAEL KELLY
Registration Number:	3488510	ROCKFIELD
Registration Number:	3464165	BUILT ON SOUND

CORRESPONDENCE DATA

Fax Number: 2129408776

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-940-6351
Email: alexandra.caleca@kattenlaw.com
Correspondent Name: Alexandra Rose Caleca
Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	100100-00001
NAME OF SUBMITTER:	Alexandra Rose Caleca
SIGNATURE:	/Alexandra Rose Caleca/
DATE SIGNED:	01/24/2018

Total Attachments: 4

source=Wells Fargo Trademark Release 1.9.18#page1.tif
source=Wells Fargo Trademark Release 1.9.18#page2.tif
source=Wells Fargo Trademark Release 1.9.18#page3.tif
source=Wells Fargo Trademark Release 1.9.18#page4.tif

TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “**Release**”) is made as of January 9, 2018 by Wells Fargo Bank, N.A. (“**Grantee**”), in favor of Davitt & Hanser Music Co., Nuvo Technologies LLC and Kustom Musical Amplification, Inc. (collectively, the “**Grantor**”).

WITNESSETH:

WHEREAS, Grantee and Grantor are party to that certain Patent and Trademark Security Agreement, dated as of July 29, 2010 (the “**Security Agreement**”), pursuant to which Grantor granted a security interest to Grantee in, and a collateral assignment to Grantee of, among other things, the Trademark registrations and Trademark applications (and intellectual property relating to same) of Grantor, including, without limitation, the Trademark registrations and Trademark applications (and intellectual property relating to same) set forth on Exhibit A attached hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 3, 2010, at Reel 004253, Frame 0215; and

WHEREAS, Grantor has requested that Grantee release its security interest in certain of the Trademark registrations and Trademark applications of Grantor; and

WHEREAS, Grantee has agreed to terminate and release the entirety of its security interest in and to Grantor’s Trademark registrations and Trademark applications.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantee hereby states as follows:

1. Grantee hereby terminates, cancels, and releases any and all security interests in all of Grantor’s right, title and interest in and to all of the following (the “**Trademark Collateral**”):

(a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to on Exhibit A attached hereto and all other trademarks of Grantor added, automatically, or otherwise, since the date of the Security Agreement, including, but not limited to MK, Boutique within Reach, 3t3 Headstock, MK Acoustic Bridge, the Dragonfly Vine Inlay and any other tradenames used in connection with Michael Kelly guitars and mandolins;

(b) each Trademark license referred to on Exhibit A attached hereto and all other trademark licenses of Grantor added, automatically or otherwise, since the date of the Security Agreement;

(c) all reissues, continuations, extensions or renewals, of any of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(e) all products and proceeds of any of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to on Exhibit A attached hereto, the Trademark registrations issued with respect to the Trademark applications referred to on Exhibit A attached hereto and the Trademarks licensed under any Trademark license referred to on Exhibit A attached hereto.

2. Grantee specifically acknowledges that the Security Agreement is no longer effective as to the Trademark Collateral, and that Grantee does not own any rights to or have any ownership interest or claim in any of the Trademark Collateral and represents that Grantee has not transferred any right, title, or interest in the Trademark Collateral to any third party.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

WELLS FARGO BANK, N.A., as
Grantee

By: 

Name: Bruce Van Weele

Title: Senior Vice President

EXHIBIT A

Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Trademark Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
EM	Michael Kelly	Registered	010882157	05/15/2012	010882157	10/12/2012
US	Michael Kelly	Registered	78691759	08/12/2015	3391793	03/04/2008
US	Rockfield	Registered	77387706	02/04/2008	3488510	08/19/2008
US	Built On Sound	Registered	78770482	12/09/2005	3464165	07/08/2008
	MK	Common Law Trademark				
	Rockfield Pickups	Common Law Trademark				
	Boutique Within Reach	Common Law Trademark				