

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Groove 3 Inc.		09/24/2018	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hal Leonard LLC		
<b>Street Address:</b>	7777 W. Bluemound Rd.		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53213		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4754603	GROOVE3	
<b>Registration Number:</b>	5134641	EXPLAINED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024542805		
<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>			
<b>Phone:</b>	2024542800		
<b>Email:</b>	trademark@butzel.com		
<b>Correspondent Name:</b>	John L. Beard		
<b>Address Line 1:</b>	1909 K Street, NW		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	John L. Beard		
<b>SIGNATURE:</b>	/John L. Beard/		
<b>DATE SIGNED:</b>	09/25/2018		
<b>Total Attachments: 2</b>			
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made effective as of September 10, 2018 by Groove 3 Inc., an Indiana corporation ("Assignor") to Hal Leonard LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of September 10, 2018 (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor related to the Assignor's intellectual property.

B. Assignor is the owner of certain trademarks and/or trademark registrations as described in the Purchase Agreement and including "Groove3" Reg. No. 4,754,603 and "Explained" Reg. No. 5,134,641 (the "Trademarks").

C. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all right, title and interest in and to the Trademarks.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

1. Assignor hereby irrevocably assigns, transfers and conveys unto Assignee all right, title and interest in and to the Trademarks, together with all the goodwill which is or will be symbolized by the Trademarks, and all rights and privileges under the Trademarks, including the right to renew and/or register the Trademarks anywhere in the world, and all rights to recover for damages and profits for infringement anywhere in the world, and any and all rights, privileges and obligations under licenses with respect to the Trademarks anywhere in the world.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.
3. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or protect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of

the Trademarks to the date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

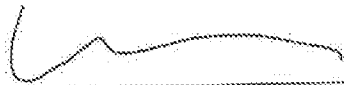
4. Nothing in this Assignment shall be deemed to supersede, expand, amend, enlarge or modify any of the provisions of the Purchase Agreement. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

5. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Wisconsin without regard to conflicts of laws provisions thereof. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of September 10, 2018

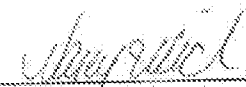
ASSIGNOR:

Groove 3 Inc.

By:   
Name: Asa Doyle  
Title: Chief Executive Officer  
Dated: 9-24-18

ASSIGNEE:

Hal Leonard LLC

By:   
Name: Nadya Ubick  
Title: VP. Business Affairs  
Dated: 9/24/18