# 900607003 04/05/2021

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM636766

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900603804	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Thunder Products, Inc. dba Players Products, Inc. dba Players Corporation dba Players		01/16/2015	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Players, LLC	
Street Address:	8605 Carpenter Frwy	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75247	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1333170	PLAYERS
Registration Number:	1625562	MAGICTOUCH
Registration Number:	1579991	CLEANSWEEP
Serial Number:	77379947	WE BAD SHOULDER PAD

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: gracie@feltapp.com

Correspondent Name: William Everitt

Address Line 1: 8605 Carpenter Frwy Address Line 4: Dallas, TEXAS 75247

NAME OF SUBMITTER:	William Everitt		
SIGNATURE:	/William Everitt/		
DATE SIGNED:	04/05/2021		

**Total Attachments: 2** 

TRADEMARK
REEL: 007248 FRAME: 0309

900607003

source=Players TM Assignment#page1.tif source=Players TM Assignment#page2.tif

TRADEMARK
REEL: 007248 FRAME: 0310

#### ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS AGREEMENT

This Assignment of Intellectual Property Assets Agreement ("Agreement") is made as of January 16<sup>th</sup>, 2015 ("IP Transfer Date") between Thunder Products, Inc. dba Players Products, Inc. dba Players Corporation dba Players, a California Corporation, registered to do business in the State of Arizona ("Assignor") and Players, LLC, a Delaware limited liability company ("Assignee").

#### IP ASSETS:

The IP Assets are all trade names, trademarks, copyrights, patents, trade secrets, domain names, and any other intellectual property associated with Assignor and/or Anthony F. LaLonde, corresponding to, including but not limited to the following:

- 1) Trademark "Players", registration no. 1,333,170, serial no. 73492733
- 2) Trademark "MagicTouch" registration no. 1,625,562, serial no. 74037715
- 3) Trademark "Cleansweep", registration no. 1,579,991, serial no. 73786672
- 4) Trademark "We Bad Shoulder Pad", serial no. 77379947
- 5) Patent "Device for Cleaning Wind Musical Instruments", patent no. 4,967,439, serial no 07,322,547
- 6) Patent "Device for Cleaning Wind Musical Instruments", patent no. 5,060,336, serial no. 078,539,544, Continuation Application serial no. 07,322,547
- 7) Patent "Brush for Cleaning Interior of a Tube or the Like", patent no. 5,253,386, serial no. 07,733,372, Continuation Application serial no. 545,699
- 8) Patent "Detachable and adjustable sound and feedback control device", patent no. 6,681,661, serial no. 10,091,436
- 9) Patent "Drumstick incorporating adjustable center of gravity for optimum balance", patent no. 6,028,260, serial no. 09,006,634
- 10) Patent, "Guitar Cleaning Kit", patent no. 5,984,090, serial no. 09,234,693
- 11) Patent, "Detachable and adjustable sound and feedback control device", patent no. 20030167901, serial no. 10,091436

#### AGREEMENTS:

#### Section 1. Assignment

Assignor hereby transfer and assign to Assignee all of its right, title, and interest in and to the IP Assets, including common law rights and the above-identified U.S. Federal Registration and Serial Numbers, all goodwill associated with the IP Assets and any rights and benefits, but not liabilities, to any agreements, contracts and license agreements related thereto, including the Agreement executed on April 25, 1988 between Assignor and Dana Zacuto and filed with the USPTO related to registration no. 1,333,170 ("Zacuto Agreement"). This Assignment is made by Assignor to Assignee free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization. Assignee hereby accepts this Assignment.

Page 1 of 2 Assignment of Intellectual Property Assets Agreement

# Section 2. Effect of Assignment

This Assignment is intended to be and is an absolute assignment of all right, title, and interest of Assignor in and to the IP Assets, agreements, contracts, and license agreements, including the Zacuto Agreement. This Assignment is not executed as security in any respect. From and after the date of this Agreement, Assignee shall be the sole and lawful owner of the interests of Assignor in and to the IP Assets and shall have all rights of Assignor in relation to the IP Assets.

# Section 3. Warranty of Title and Right to Convey

Assignor believes that it is the sole and absolute owners of the IP Assets as set forth above with good and valid right to transfer and convey the IP Assets and the above-identified U.S. Federal Registration and Serial Numbers to Assignee.

# Section 4. Future Assurances

Assignor shall, upon the request of Assignee, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights and interests arising under this Agreement.

#### Section 5. Continuous Use

Assignor warrants and swears that all of the above IP Assets have been and still are in continuous use since the date of first use and in continuous use in commerce since the date of first use in commerce indicated in any State and Federal Registrations. Including, Assignor warrants and swears that the mark "Players", registration no. 1,333,170, serial no. 73492733, although the trademark application appears abandoned, has been and still is in continuous use in commerce since June 29, 1984 to the present in connection with guitar strings, drums, drum accessories including drumsticks, picks for stringed instruments, band and orchestra instruments, band and orchestra instrument accessories, and other musical instrument accessories.

IN WITNESS WHEREOF, Assignor hereto has caused this instrument to be duly executed to be effective as of the IP Transfer Date.

THUNDER PRODUCTS, INC. DBA PLAYERS PRODUCTS, INC. DBA PLAYERS CORPORATION

DBA PLAYERS, A CALIFORNIA CORPORATION ARIZONA ("Assignor")	DOING BUSINESS IN THE STATE OF
By Miliany Mile Loude Anthony F. La Londo	By Went to fande
Anthony F. LaLonde	Monta Jo La Londe
Its:	lts:
Million / loude	By: Wanted to In faile
Anthony F. LaLonde, Trustee	Monta Jo La Londe Trustee
Limited Lighility	

PLAYERS, LLC, A DELAWARE CORPORATION (Assignee)

RECORDED: 03/22/2021

Page 2 of 2 Assignment of Intellectual Property Assets Agreement

> TRADEMARK REEL: 007248 FRAME: 0312