

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667927

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/10/2018
RESUBMIT DOCUMENT ID:	900623682

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Groove 3 Inc.		07/06/2020	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	Hal Leonard LLC
Street Address:	7777 West Bluemound Road
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53213
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4754556	GROOVE 3

CORRESPONDENCE DATA

Fax Number: 2024542824
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.

Phone: 2024542824
Email: beard@butzel.com,trademark@butzel.com
Correspondent Name: John L.Beard
Address Line 1: 1909 K St NW
Address Line 2: Suite 500
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	John L. Beard
SIGNATURE:	/John L. Beard/
DATE SIGNED:	08/16/2021

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademark (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 and Design" Reg. No. 4754556, registered June 16, 2015 (the "Trademark").

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

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 Trademark, together with all the goodwill which is or will be symbolized by the Trademark, and all rights and privileges under the Trademark, including the right to renew and/or register the Trademark 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 Trademark 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 Trademark that may have accrued in Assignor's favor from the respective date of first use of any of

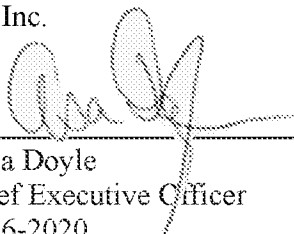
the Trademarks to the date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

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

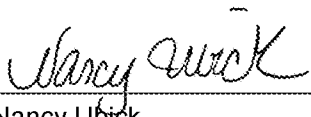
ASSIGNOR.

Groove 3 Inc.

By: 
Name: Asa Doyle
Title: Chief Executive Officer
Dated: 7-6-2020

ASSIGNEE:

Hal Leonard LLC

By: 
Name: Nancy Ubick
Title: Vice President, Business Affairs
Dated: 7/7/20