

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM782129

<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>
Gibson Brands, Inc.		08/25/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WURLITZER Licensing UG		
<b>Street Address:</b>	Hermann-Loens-Str. 12		
<b>City:</b>	Neustadt an der Aisch		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	91413		
<b>Entity Type:</b>	Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5255996	WURLITZER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	luise@wurlitzer-brand.com		
<b>Correspondent Name:</b>	Luise Wurlitzer		
<b>Address Line 1:</b>	12 Hermann-Löns-Straße		
<b>Address Line 4:</b>	Neustadt a. d. Aisch, GERMANY 91413		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	JUTTA M. FRANKFURTER, J.D., M.B.A.		
<b>Address Line 1:</b>	1717 Pennsylvania Avenue, NW, Suite 1025		
<b>Address Line 4:</b>	Washington, DC, D.C. 20006-3951		
<b>NAME OF SUBMITTER:</b>	Luise Wurlitzer		
<b>SIGNATURE:</b>	/Luise Wurlitzer/		
<b>DATE SIGNED:</b>	01/23/2023		
<b>Total Attachments: 1</b>	source=Gibson_FINAL_signed#page1.tif		

OP \$40.00 5255996

Confidential

Agreement

This Agreement ("Agreement") is made by and between Wurlitzer Licensing UG ("Wurlitzer") and Gibson Brands, Inc ("Gibson") on August 25, 2022 ("Effective Date").

1. Gibson is the owner of the Wurlitzer Trademarks listed on Exhibit A. ("Trademarks").
2. Gibson hereby assigns all right title and interest, including goodwill, to the Trademarks to Wurlitzer, as well as any third-party agreements related to the Trademarks. Wurlitzer shall bear all costs associated with perfecting the transfer herein. The Trademarks are provided AS IS. Wurlitzer will use commercially reasonable efforts to maintain and defend the Trademarks. In the event that any Trademark owned by Gibson and containing the mark "WURLITZER" has been inadvertently omitted from Exhibit A and is not listed, this Agreement shall also apply to such Trademark.
3. In consideration for the transfer, Gibson is granted a perpetual, transferable license to use the Trademarks with Jukeboxes (which includes electronic Jukeboxes). This license shall also apply in respect of any license agreements which Gibson has entered into with third parties in relation to the trademarks and at the time of entering into this Agreement, to enable Gibson to continue to perform those agreements.
4. Where Wurlitzer licenses the Trademarks to a third party for use with juke boxes or similar technology, Wurlitzer shall pay Gibson 50% of its net profits for said license(s), on a quarterly basis. Gibson reserves the right to review any third-party licenses for Jukeboxes and can terminate or turn down any proposed license.
5. This Agreement shall be treated as confidential.
6. This represents the complete understanding of the parties and supersedes any prior or contemporaneous agreement regarding the same. The scope of this Agreement is worldwide. The Agreement can only be amended via a writing signed by both parties. The terms which by their nature should survive termination or expiration of this Agreement shall so survive. Wurlitzer shall defend and hold harmless Gibson for any claim or liability that arises out of use of the Trademarks, with the exception of such claims or liabilities that arise from licensing agreements between Gibson and third parties, and such claim relates to the time in which Gibson was responsible for the license. The Agreement is governed by the laws of the United States and shall be subject to the exclusive jurisdiction of United States courts.

GIBSON BRANDS, INC.

Wurlitzer Licensing UG

By *James Curcio*  
Title: PRESIDENT + C.E.O.

By *Luise Wurlitzer*  
Title: CEO

JAMES 'JC' CURCIO

LUISE WURLITZER