

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493303

<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.		02/21/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BandLab		
<b>Street Address:</b>	PO Box 309		
<b>City:</b>	Ugland House		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	KY1-1104		
<b>Entity Type:</b>	Corporation: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1982306	CAKEWALK	
<b>Registration Number:</b>	2896389	PROJECT5	
<b>Registration Number:</b>	4569840	SCRATCHPAD	
<b>Registration Number:</b>	4852914	VOCALSYNC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173506878		
<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>	617-350-6800		
<b>Email:</b>	trademarks@gesmer.com		
<b>Correspondent Name:</b>	Matthew E. Connors		
<b>Address Line 1:</b>	40 Broad Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Matthew E. Connors		
<b>Address Line 1:</b>	40 Broad Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>NAME OF SUBMITTER:</b>	Shannon M. Nolley		
<b>SIGNATURE:</b>	/Shannon M. Nolley/		

CH \$115.00 1982306

<b>DATE SIGNED:</b>	10/10/2018
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**Total Attachments: 6**

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- source=BandLabs - Gibson trademark assignment - 1098871\_1#page4.tif
- source=BandLabs - Gibson trademark assignment - 1098871\_1#page5.tif
- source=BandLabs - Gibson trademark assignment - 1098871\_1#page6.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective as of February 22, 2018, is by and between Gibson Brands, Inc., a Delaware corporation, with an address of 309 Plus Park Blvd., Nashville TN 37217 (hereinafter "Assignor"), and BandLab, a Cayman Islands company, with a registered office at PO Box 309, Uglund House, Grand Cayman KY1-1104, (hereinafter "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks set forth in Schedule A attached hereto and incorporated herewith, together with all other rights appurtenant thereto, including, but not limited to, common law rights, title and interest, trade name rights, and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world, and any applications and registrations thereof, including, but not limited to, any intent-to-use applications (hereinafter collectively referred to as the "Trademarks");

WHEREAS, Assignor is assigning the Trademarks and all applications and registrations therefor as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. §1060.

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Trademarks worldwide; and

WHEREAS, Assignor desires to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee, its successors, assigns and other legal representatives, all right, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications, and any extensions and renewals of any registrations and applications) for the Trademarks, (iv) all income, royalties, damages (including attorneys' fees) and payments in respect of the Trademarks, and (v) all claims that could be asserted by Assignor arising out of or relating to the use or ownership of the Trademarks, including without limitation all claims, demands, causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks (whether arising prior to or subsequent to the date of this Assignment), in all cases for the use and enjoyment of Assignee, its successors, assigns and other legal representatives.

To the extent applicable, Assignor authorizes and requests the Commissioner for Trademarks and the empowered officials of all other governments to record this Assignment and Assignee as owner of the Trademarks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

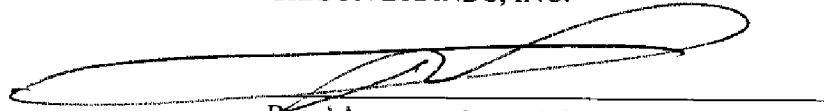
Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any cancelation, interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademark and this Assignment; (3) obtaining any additional protection (patent or otherwise) relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Assignor hereby appoints the person who is from time to time Assignee's president as Assignor's agent and attorney-in-fact to execute all documents on behalf of Assignor and its employees for this limited purpose. Assignor acknowledges that the grant of the foregoing power of attorney is coupled with an interest and shall survive the dissolution or termination of Assignor.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment under seal as of the day and year referenced above.

ASSIGNOR:

GIBSON BRANDS, INC.

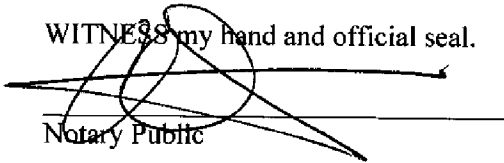


By: Henry Juszkiewicz  
Title: CEO  
Dated:

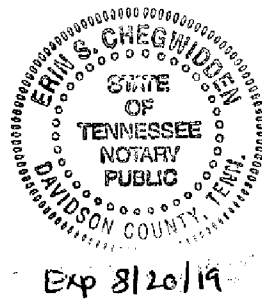
STATE OF TENNESSEE  
COUNTY OF Davidson

On February 21, 2018, before me, Erin S. Chegwidden a Notary Public, personally appeared Henry Juszkiewicz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, executed the instrument.

WITNESS my hand and official seal.

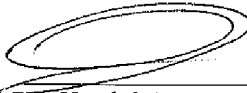


Notary Public



ASSIGNEE:

BANDLAB



By: Kuok Meng Ru

Title: CEO

Dated: 21 February 2018

On February 21 2018, before me, WEE SOON KENG, a Notary Public, personally appeared KUOK MENG RU, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public

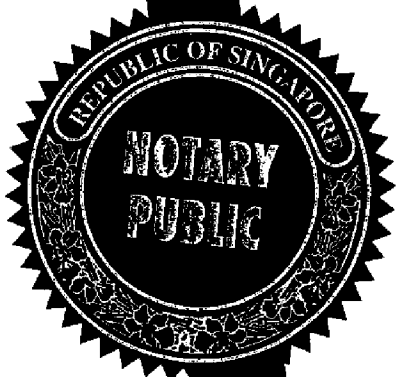
**NOTARIAL CERTIFICATE**

**TO ALL TO WHOM THESE PRESENTS SHALL COME**

I, **WEE SOON KENG**, Notary Public, duly authorised, admitted and sworn, resident and practising in the Republic of Singapore, **DO HEREBY CERTIFY** that **Kuok Meng Ru**, CEO, **BANDLAB** had on this day subscribed his signature to the **TRADEMARK ASSIGNMENT**, hereunto annexed.

The said **Kuok Meng Ru** affirms that he has the power and authority to execute the said document on behalf of the Company.

**IN TESTIMONY WHEREOF** I have hereunto subscribed my name and affixed my Seal of Office this 21st day of February, 2018.



**NOTARY PUBLIC  
SINGAPORE**



**SCHEDULE A**

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION DATE</u>	<u>NOTICE OF APPROVAL</u>	<u>REGISTRATION DATE</u>
CAKEWALK	UNITED STATES	74668802	1982306	May 1 1995	Mar. 01, 1996	Jun 25 1996
PROJECT5	UNITED STATES	78208395	2896389	Jan 29 2003	Nov 4 2003	Oct 19 2004
SCRATCHPAD	UNITED STATES	86023617	4569840	Jul 30 2013	Dec 31 2013	Jul 15 2014
CAKEWALK VOCALSYNC	UNITED STATES	86597118	---	Apr 14 2015	Oct 27 2015	---
VOCALSYNC	UNITED STATES	86362432	4852914	Aug 11 2014	Oct. 06 2015	Nov 10 2015