

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		11/01/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Gibson Brands, Inc.		
Street Address:	309 Plus Park Blvd		
City:	Nasvhille		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1982306	CAKEWALK	
Serial Number:	86597118	CAKEWALK VOCALSYNC	
Registration Number:	2896389	PROJECT5	
Registration Number:	4569840	SCRATCHPAD	
Registration Number:	4852914	VOCALSYNC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	abates@bates-bates.com, kdawson@bates-bates.com, rberkowitz@bates-bates.com, ckoerner@bates-bates.com		
Correspondent Name:	Andrea E. Bates		
Address Line 1:	1890 Marietta Blvd NW		
Address Line 4:	Atlanta, GEORGIA 30318		
NAME OF SUBMITTER:	Andrea E. Bates		
SIGNATURE:	/Andrea E. Bates/		
DATE SIGNED:	10/01/2019		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 1, 2018 (this “Release”) is made by Wells Fargo Bank, National Association, a national banking association (the “Agent”), in its capacity as Agent under that certain Credit Agreement, dated as of November 1, 2018, by and among Gibson Brands, Inc., a Delaware corporation (“Parent Borrower”), Gibson Café & Gallery, LLC, a Delaware limited liability company (“Gibson Café”), Gibson International Sales LLC, a Delaware limited liability company (“Gibson International”), Gibson Pro Audio Corp., a California corporation (“Gibson Audio”), those additional entities that thereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (together with Parent Borrower, Gibson Café, Gibson International and Gibson Audio, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), Gibson Europe B.V., having its official seat in Amsterdam, the Netherlands (“Dutch Guarantor”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each individually, a “Lender” and, collectively, the “Lenders”) and Agent (as amended, restated, supplemented or otherwise modified from time to time the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Guaranty and Security Agreement (as defined herein).

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, (i) the Borrowers, Dutch Guarantor and the Agent entered into that certain Guaranty and Security Agreement, dated as of November 1, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”) and (ii) the Agent and Parent Borrower, in its capacity as the Grantor thereunder, entered into that certain Trademark Security Agreement, dated as of November 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement” and collectively with the Guaranty and Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, Parent Borrower granted to the Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a Security Interest in all of the Parent Borrower’s right, title and interest in and to the Trademark Collateral, including those trademark applications and registrations set forth on Schedule 1 attached hereto and all of the goodwill of the business connected with the use thereof and symbolized thereby (the “Released Trademarks”);

WHEREAS, the Released Trademarks were included in error as Trademark Collateral. They were not owned by Parent Borrower at the time of the Credit Agreement;

WHEREAS, Parent Borrower desires that the Agent terminate and release any and all right, title and interest it may have in the Released Trademarks pursuant to the Credit Agreement and the Security Agreements, and the Agent has agreed to do so; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees, for the benefit of Parent Borrower, as follows:

SECTION 1. *Release of Security Interest in Released Trademarks.* The Agent does hereby terminate, release, relinquish and discharge its security interest in, and right of setoff against, all of Parent Borrower's right, title and interest in and to the Released Trademarks, and hereby reassigns and transfers to Parent Borrower all right, title and interest that the Agent may have in the Released Trademarks. This Release is limited to and applicable only and solely with respect to the Released Trademarks and shall not apply in any respect to other Trademark Collateral arising under the Security Agreements (the "Other Collateral"). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreements with respect to all such Other Collateral, and the Agent's security interest, liens, rights, titles and interests in such Other Collateral.

SECTION 2. *Further Assurances.* The Agent hereby authorizes Parent Borrower or its designee (i) to record this Release with the U.S. Patent and Trademark Office ("USPTO"), file UCC financing statement amendments or terminations, as applicable, in order to memorialize the release of the security interest of the Agent in the Released Trademarks and (iii) otherwise record or file this Release in applicable governmental offices or agencies. The Agent further authorizes and requests that the USPTO Commissioner for Trademarks, and any other necessary United States government officer, record this Release. The Agent further agrees to execute and deliver to Parent Borrower any and all further documents and instruments, and do any and all further acts which Parent Borrower (or its designees) reasonably request, at Parent Borrower's sole cost and expense, in order to confirm this Release and Parent Borrower's right, title and interest in, to and under the Released Trademarks.

SECTION 3. *Governing Law.* This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

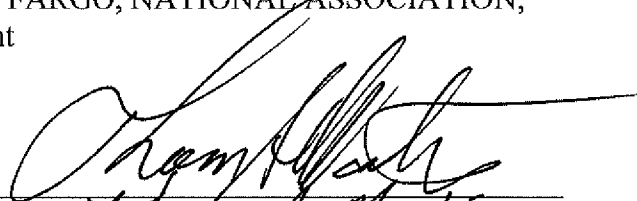
IN WITNESS WHEREOF, this Partial Release of Security Interest in Trademarks has been duly executed as of the date first written above.

WELLS FARGO, NATIONAL ASSOCIATION,
As Agent

By:

Name:

Title:


Thomas A. Martin
Authorized Signatory

SCHEDULE 1
to
PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

Mark name	Registration Number	Serial Number
CAKEWALK	US Reg No. <u>1982306</u>	Serial No. 74668802
CAKEWALK VOCALSYNC	(abandoned)	Serial No. 86597118
PROJECT5	US Reg. No. <u>2896389</u>	Serial No. 78208395
SCRATCHPAD	US Reg. No. <u>4560840</u>	Serial No. 86023617
VOCALSYNC	US Reg. No. <u>4852914</u>	Serial No. 86362432