

05-29-1998

1 SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



Tab settings

To the Honorable Commission

100723262

The attached original documents or copy thereof.

1. Name of conveying party(ies):

WD Music Products, Inc.

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: WD Music Products, Inc.

Internal Address: \_\_\_\_\_

Street Address: 4070 Mayflower Rd.

City: Fort Myers State: FL ZIP: 33916

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Florida
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: October 8, 1993

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

74-235344

B. Trademark registration No.(s)

1,802,680

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ronald S. Bienstock, Esq.

Internal Address: \_\_\_\_\_

Ronald S. Bienstock & Associates

Street Address: 250 West 57th Street  
Suite 1917

City: New York State: NY ZIP: 10107

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ronald S. Bienstock  
Name of Person Signing

Signature

Date

5/14/98

Total number of pages comprising cover sheet

1

Mail documents to be recorded with required cover sheet information to:

TRADEMARK  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231  
1 FRAME: 0648



FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

October 27, 1993

Corporation Information Services, Inc.  
1201 Hays Street  
Tallahassee, FL 32301

Re: Document Number P93000046366

The Articles of Merger were filed October 27, 1993, for W D MUSIC PRODUCTS, INC., the surviving Florida corporation.

Should you have any further questions concerning this matter, please feel free to call (904) 487-6050, the Amendment Filing Section.

Annette Hogan  
Corporate Specialist  
Division of Corporations

Letter Number: 193A00136646

**ARTICLES OF MERGER  
OF  
W D MUSIC PRODUCTS, INC., A FLORIDA CORPORATION,  
AND  
W D MUSIC PRODUCTS, INC., A NEW YORK CORPORATION**

Pursuant to Section 607.1105 and 607.107 of the Florida Business Corporation Act, and Section 902 and 907 of New York Business Corporation Law, W D Music Products, Inc., a Florida corporation, and W D Music Products, Inc., a New York corporation, adopt these Articles of Merger for the purpose of merging W D Music Products, Inc., a New York corporation (hereinafter referred to as the "Merging Corporation"), into W D Music Products, Inc., a Florida corporation (hereinafter referred to as the "Surviving Corporation"), the latter of which is to survive the merger. The corporate parties hereto being collectively referred to as the "Constituent Corporations".

ARTICLE ONE

That certain Plan and Agreement of Merger (the "Agreement") dated the 15th day of September, 1993, by and between the Surviving Corporation and the Merging Corporation, attached and made a part of this instrument as Attachment A, was duly approved by shareholders of the Constituent Corporations pursuant to Section 607.1103 of the Florida Business Corporation Act (hereinafter referred to as the "Act") and Section 903 of the New York Business Corporation Law (hereinafter referred to as the "Law") on the 15th day of September, 1993. The effective date of the merger as shall be the date of the filing of the Articles of Merger.

ARTICLE TWO

Of the twenty (20) outstanding shares of the Common Stock, par value of One Dollar (\$1.00) per share, of the Surviving Corporation, entitled to vote as a class upon the Plan and Agreement of Merger (the "Agreement"), the holders of all twenty (20) of those shares voted in favor of and authorized the Agreement in accordance with Section 607.1103 of the Act.

Of the twenty (20) outstanding shares of the Common Stock, no par value per share, of the Merging Corporation, entitled to vote as a class upon the Agreement, the holders of all twenty (20) of those shares have voted in favor of the Agreement in accordance with Section 903 of the Law.

ARTICLE THREE

Upon the merger becoming effective, each share of Common Stock of the Merging Corporation, then outstanding shall be deemed to have been converted into the corresponding fully paid and nonassessable share of Common Stock of the Surviving Corporation, and each share of Common Stock of the Merging Corporation then outstanding shall be canceled.

Upon the merger becoming effective, each outstanding certificate representing shares of Common Stock of the Merging Corporation shall thereupon be deemed, for all corporate purposes, to evidence any equal number of shares of Common Stock of the Surviving Corporation into which such shares of the Merging Corporation's Common Stock shall have been converted. No fractional shares shall be issued in the merger.

No shares or other securities of the Surviving Corporation, money, property, thing of value, or other form of consideration shall be issued, given, paid, assigned, transferred or set over to, or for, any person or entity whatsoever on account of the aforesaid conversion of stock of the Merging Corporation.

All shares of the Surviving Corporation's stock for and into which shares of the Merging Corporation's stock shall have been converted and exchanged pursuant to this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders.

#### ARTICLE FOUR

The Plan and Agreement of Merger (the "Agreement") is on file at the principal office of the Surviving Corporation at Fort Myers, Florida, and the Surviving Corporation shall furnish a copy of the Agreement, upon written request and without cost, to any of its stockholders or to any person who was a stockholder of the Constituent Corporations.

#### ARTICLE FIVE

There will be no amendments to the Articles of Incorporation of the Surviving Corporation to be effected pursuant to the Plan and Agreement of Merger.

ARTICLE SIX

The Surviving Corporation hereby agrees that it may be served with process in the State of New York in any action or special proceeding for the enforcement of any liability or prior obligation of the Constituent Corporations previously amenable to suit in New York, and for the enforcement as provided in the Law, of the right of shareholders of the Merging Corporation to receive payment for their shares against the Surviving Corporation, and it hereby irrevocably appoints the Secretary of State as its agent to accept service of process in any action or proceeding. The post office address to which that Secretary of State shall mail a copy of any process is 4070 Mayflower Road, Fort Myers, Florida 33901.

ARTICLE SEVEN

The following information is required by Section 907 of the Law concerning the Surviving Corporation:

- 1) The jurisdiction of the Surviving Corporation is Florida and its date of incorporation was June 30, 1993. No application for authority to do business in New York has been filed and it shall not do business in New York until such an application is filed.
- 2) The Certificate of Incorporation of the Merging Corporation was filed on June 5, 1985.
- 3) The Surviving Corporation will promptly pay to the shareholders of the Merging Corporation the amount, if any, to which they are entitled relating to the right of shareholders to receive payment for their shares.

ARTICLE EIGHT

The President and Secretary of the Merging Corporation acknowledge by their signatures which follow, that the Plan and Agreement of Merger referred to in Article One has been duly executed on behalf of such corporation and duly approved in the manner required by the Law.

ARTICLE NINE

The President and Secretary of the Surviving Corporation acknowledge by their signatures which follow, that the Plan and Agreement of Merger referred to in Article One has been duly executed on behalf of such corporation and duly approved in the manner required by the laws of Florida.

IN WITNESS WHEREOF, the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers this 8<sup>th</sup> day of ~~September~~ <sup>Oct.</sup>, 1993.

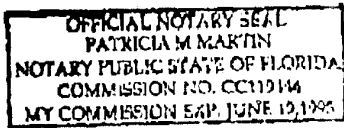
W D MUSIC PRODUCTS, INC.,  
a Florida corporation

By: Wendy Davis  
Wendy Davis, President

By: Lawrence Davis  
Lawrence Davis, Secretary

STATE OF FLORIDA )  
                          ) SS.  
COUNTY OF LEE     )

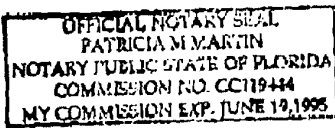
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of ~~September~~ 1993, by Wendy Davis, President of W D Music Products, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced license as identification.



Patricia M. Martin  
Notary Public  
Print Name: Patricia M. Martin

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of ~~September~~ 1993, by Lawrence Davis, Secretary of W D Music Products, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced license as identification.



Patricia M. Martin  
Notary Public  
Print Name: Patricia M. Martin

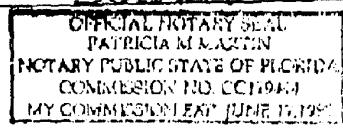
W D MUSIC PRODUCTS, INC.,  
a New York corporation

By: Wendy Davis  
Wendy Davis, President

By: Lawrence Davis  
Lawrence Davis, Secretary

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF LEE )

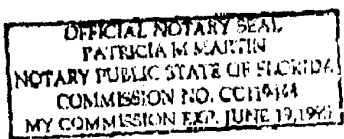
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of ~~September~~ 1993, by Wendy Davis, President of W D Music Products, Inc., a New York corporation, on behalf of the corporation. She is personally known to me or has produced license as identification.



Patricia M. Martin  
Notary Public  
Print Name: Patricia M. Martin

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of ~~September~~ 1993, by Lawrence Davis, Secretary of W D Music Products, Inc., a New York corporation, on behalf of the corporation. He is personally known to me or has produced license as identification.



Patricia M. Martin  
Notary Public  
Print Name: Patricia M. Martin



ATTACHMENT A

PLAN AND AGREEMENT OF MERGER BETWEEN  
W D MUSIC PRODUCTS, INC., A FLORIDA CORPORATION,  
AND  
W D MUSIC PRODUCTS, INC., A NEW YORK CORPORATION

THIS PLAN AND AGREEMENT OF MERGER dated as of the 15th day of September, 1993, by and among W D Music Products, Inc., a Florida corporation (hereinafter sometimes referred to as the "Surviving Corporation") and W D Music Products, Inc., a New York corporation (hereinafter sometimes referred to the "Merging Corporation"), the corporate parties hereto being collectively referred to as the "Constituent Corporations":

## W I T N E S S E T H:

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida, and is organized for the purpose of transacting any and all lawful business for which a corporation may be incorporated under the Florida Business Corporation Act, as the same may from time to time be amended; and,

WHEREAS, the Merging Corporation is a corporation duly organized and existing under the laws of the State of New York; and,

WHEREAS, The respective Board of Directors of the Constituent Corporations have agreed that the Merging Corporation shall merge into the Surviving Corporation upon the terms and conditions and in the manner set forth in this Plan and Agreement of Merger;

NOW THEREFORE, the Constituent Corporations in consideration of the premises and of the mutual covenants, representations, warranties and agreements contained herein, and for the purpose of prescribing the terms and conditions of the merger, the method of carrying the same into effect and such other details and provisions

as are deemed necessary or desirable, do hereby agree to merge on the terms and conditions herein provided as follows:

ARTICLE I - GENERAL

1.1 At the Effective Date the corporation which is to survive the merger is W D Music Products, Inc., a Florida corporation. The Articles of Incorporation of W D Music Products, Inc., a Florida corporation, as in effect immediately prior to the Effective Date, including any amendments hereinafter, shall, until further duly amended, be the Articles of Incorporation of the Surviving Corporation.

1.2 At the Effective Date, the Bylaws of W D Music Products, Inc., a Florida corporation, shall be and remain the Bylaws of the Surviving Corporation until altered, amended or repealed; provided, however, the same may be amended to carry out or give effect to the provisions of this Agreement.

1.3 The persons who, upon the Effective Date of the merger, shall constitute the Board of Directors of the Surviving Corporation, shall continue thereafter to serve as directors of the Surviving Corporation until their successors shall have been elected and qualified, or until their resignation or removal, either according to law or the Bylaws of the Surviving Corporation.

If any vacancy shall exist in the Board of Directors of the Surviving Corporation on the Effective Date, such vacancy may thereafter be filled in the manner provided in the Bylaws of the Surviving Corporation.

1.4 The persons who upon the Effective Date of the merger shall be serving as officers of the Surviving Corporation, shall continue thereafter to serve as such officers of the Surviving

Corporation until their successors have been elected or until their resignation or removal, either according to law or the Bylaws of the Surviving Corporation.

If any vacancy shall exist in any of the specified offices of the Surviving Corporation on the Effective Date, such vacancy may thereafter be filled in the manner provided in the Bylaws of the Surviving Corporation.

ARTICLE II - MANNER OF DEALING WITH THE  
OUTSTANDING SHARES OF THE CONSTITUENT CORPORATIONS

2.1 Upon the merger becoming effective, each share of Common Stock of the Merging Corporation then outstanding shall be deemed to have been converted into the corresponding fully paid and nonassessable share of Common Stock of the Surviving Corporation, and each share of Common Stock of the Merging Corporation then outstanding shall be canceled.

2.2 Upon the merger becoming effective, each outstanding certificate representing shares of Common Stock of the Merging Corporation shall thereupon be deemed, for all corporate purposes, to evidence an equal number of shares of Common Stock of the Surviving Corporation into which such shares of the Merger Corporation's Common Stock shall have been converted. No fractional shares shall be issued in the merger.

2.3 No shares or other securities of the Surviving Corporation, money, property, thing of value, or other form of consideration shall be issued, given, paid, assigned, transferred or set over to, or for, any person or entity whatsoever on account of the aforesaid conversion of stock of the Merging Corporation.

2.4 All shares of Surviving Corporation's stock for and into

which shares of Merging Corporation's stock shall have been converted and exchanged pursuant to this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for the rights of appraisal that the holders may have as dissenting shareholders.

ARTICLE III - EFFECT OF MERGER; EFFECTIVE DATE

3.1 Upon the Effective Date, the separate existence of the Merging Corporation shall cease and the Merging Corporation shall be merged into the Surviving Corporation in accordance with this Plan and Agreement of Merger. The Surviving Corporation shall, from and after the Effective Date, continue unaffected and unimpaired by the merger, and shall possess all of the rights, immunities, privileges, powers and franchises of whatsoever nature and description, of both a public and private nature, and be subject to all of the restrictions, disabilities, and duties of each of the Constituent Corporations so merged, and all property, including real and personal, and all debts due to either of the Constituent Corporations on whatever account, including stock subscriptions as well as all other things in action or belonging to each of the Constituent Corporations, and every devise or bequest which either of the Constituent Corporations would have been capable of taking shall be vested in the Surviving Corporation without further act or deed; all property, rights, immunities, privileges, powers and franchises, and all and every other interest shall be thereafter effectually the property of the Surviving Corporations, and the title to any real estate vested by deed or otherwise, in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such merger. All

rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired and the respective Constituent Corporations shall be deemed to continue in existence in order to preserve the same, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debt, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation may be prosecuted to judgment or decree as if such merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding, and such judgment or decree against such Constituent Corporation shall constitute a lien upon the property of the Surviving Corporation. The Surviving Corporation agrees that it may be sued in the State of New York for any prior obligations of both Constituent Corporations and any obligation hereafter incurred by the Surviving Corporation, so long as any liability remains outstanding against the Surviving Corporation in the State of New York. The Surviving Corporation shall irrevocably appoint the Secretary of State of New York as its agent to accept service of process in any action for the enforcement of any of the aforementioned obligations in the State of New York, in the same manner as provided in Section 306 of the Business Corporation Law of New York.

3.2 Each of the Constituent Corporations shall take, or cause to be taken, all actions or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of

Florida, the State of New York and the United States to consummate and make effective the merger. This Agreement shall be submitted to the shareholders of the Constituent Corporations for their consent and approval in accordance with Section 607.1103 of the Florida Business Corporation Act, (the "Act") and Section 903 of the Business Corporation Law of New York, (the "Law"). The fact that this Agreement has been adopted and approved as above provided shall be certified by the Constituent Corporations' Secretary and this Agreement and appropriate Articles of Merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Florida and the State of New York.

ARTICLE IV - ACCOUNTING

4.1 At the Effective Date of the merger, the assets and liabilities of the Constituent Corporations shall be taken up or continued, as the case may be, on the books of the Surviving Corporation at the amounts at which they respectively shall be carried on the books of the respective Constituent Corporations immediately prior to the Effective Date of the merger, and the capital and surplus accounts of the Surviving Corporation shall be determined in accordance with generally accepted accounting practices by the Board of Directors of the Surviving Corporation.

ARTICLE V - EXPENSES - TERMINATION  
EMPLOYMENT ARRANGEMENTS

5.1 If the merger contemplated hereby becomes effective, all expenses incurred hereunder shall be borne by the Surviving Corporation. If the merger does not become effective or shall be abandoned, then, except as otherwise may be expressly provided in its own expenses incurred in connection with the merger.

5.2 This Plan and Agreement of Merger and the merger contemplated hereby may be terminated at any time prior to the Effective Date of the merger, whether before or after the meeting of the shareholders or the Constituent Corporations, by the Board of Directors of either of the Constituent Corporations for noncompliance or breach of the terms of the Agreement. In the event that this Plan and Agreement of Merger shall be terminated, all further obligations of either the Constituent Corporations under this Plan and Agreement of Merger shall terminate without further liability of any party hereto to each other.

#### ARTICLE VI - MISCELLANEOUS

6.1 There will be no amendments to the Articles of Incorporation of the Surviving Corporation to be effected pursuant to this Plan and Agreement of Merger.

6.2 The original or an attested copy of this Plan and Agreement of Merger shall be made available at the principal office of the Surviving Corporation for any stockholder of the Surviving Corporation or any stockholder of the Constituent Corporations.

6.3 The Surviving Corporation shall furnish a copy of this Agreement, upon written request and without cost, to any of its stockholders or to any person who was a stockholder of the Constituent Corporations.

#### ARTICLE VII - RIGHT OF AMENDMENT

At any time prior to the Effective Date of the merger, the parties hereto may, by written agreement (a) extend the time for the performance of any of the obligations or other acts of the parties hereto; (b) waive any inaccuracies in the representations or warranties contained in this Plan and Agreement of Merger;

(c) waive compliance with any of the covenants or agreements contained in this Plan and Agreement of Merger. At any time prior to the Effective Date of the Merger (notwithstanding any required shareholder approval), if authorized by their respective Board of Directors, the parties hereby may, by written agreement, amend or supplement any of the provisions of this Agreement. Any written instrument or agreement referred to in this paragraph shall be validly and sufficiently authorized for the purposes of Corporations by a person authorized to sign this Agreement.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Plan and Agreement of Merger to be signed in their corporate name by their appropriate officers and attested by their Secretary as of the date first above written.

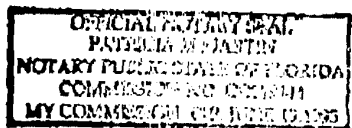
W D MUSIC PRODUCTS, INC.,  
a Florida corporation

By: Wendy Davis  
Wendy Davis, President

By: Lawrence Davis  
Lawrence Davis, Secretary

STATE OF FLORIDA )  
                          ) SS.  
COUNTY OF LEE     )

The foregoing instrument was acknowledged before me this 8th day of ~~September~~ August, 1993, by Wendy Davis, President of W D Music Products, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced license as identification.

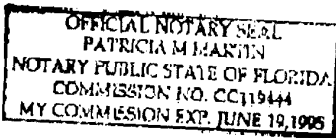


Patricia M. Martin  
Notary Public  
Print Name: Patricia M. Martin



STATE OF FLORIDA )  
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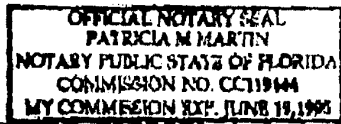
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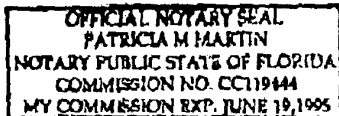
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