

11-04-1998



SHEET

Attorney Docket No. 139600/52396

100869241

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof

MRID 10-9-98

1. Name of conveying party(ies):

Jet-Tone, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: April 18, 1989

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

Name: Dennis Bamber

Internal Address:

Street Address: 20591 Decatur Road

City Cassopolis State MI ZIP 49031

Individual(s) citizenship U.S.A.

Association

General Partnership

Limited Partnership

Corporation-State

Other

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

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,107,200

Additional numbers attached? Yes No

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

Name: Gerard T. Gallagher

Internal Address: Barnes & Thornburg

Street Address: 600 1st Source Bank Center

100 North Michigan Street

City South Bend State Indiana ZIP 46601

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-***SHORTAGES ONLY***

8. Deposit account number:

02-1007/139600/52396 *SHORTAGES ONLY*

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

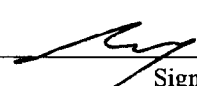
DO NOT USE THIS SPACE

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.

Gerard T. Gallagher

Name of Person Signing

 Signature

10/8/98 Date

11/02/1998 INBUYEN 00000307 1107200

Total number of pages including cover sheet, attachments and document: 7

01 FC:441

40.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

CONTRACT OF SALE

THIS CONTRACT made and entered into this 19th day of April, 1989, between Jet-Tone Musical Products, Inc., a Connecticut corporation, hereinafter referred to as the "Seller", and Dennis Bamber, an Indiana resident, hereinafter referred to as "Buyer".

RECITALS:

The Seller is the owner, operator and manufacturer of mouth pieces for brass musical instruments and other musical products known as Jet-Tone Musical Products, Inc., located at 1255 Kings Highway East, Fairfield, Connecticut, 06430, and desires to sell said business, together with the assets hereinafter specified, collectively referred to as "said business."

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, said business.

IT IS, THEREFORE, AGREED:

PURCHASE AND SALE

1. Seller shall sell to Buyer and Buyer shall purchase from Seller on the terms and conditions set forth in this Contract, all of the following:

(a) All the stock-in-trade, including raw materials, work in process, and completed inventory as determined by the complete inventory and accounting of such stock-in-trade and merchandise to be taken as provided in paragraph 9 of this Contract;

(b) All the fixtures, templates, machinery, buffing and grinding equipment, and other tangible assets of said business on an "as is" basis pursuant to an inventory attached hereto marked Exhibit A;

(c) All the trade, business name, books and records, customer lists, sales brochures, including but not limited to dealers, wholesalers, individual customers, invoices, manufacturer's instructions, supplier's list, floorplan arrangement including the

arrangement including the tradename of Jet-Tone, heretofore used by the Seller in the conduct of said business and all right to use the same, which the Seller may have acquired or heretofore used in connection with the said business, as well as any other intangible assets of said business. Seller further agrees that the purchaser, his heirs and assigns, shall have the right to use said tradename and/or trademark, servicemarks, servicemark applications and copyrights owned or registered in the name of Seller or in which the Seller has any rights in whole or in part, either individually or as the whole or part of any corporate name of any corporation which the purchaser may hereafter organize for the conduct of such business.

PURCHASE PRICE

2. The purchase price shall be Fifty Thousand (\$50,000.00) Dollars.

PAYMENT OF PURCHASE PRICE

3. The purchase price is payable as follows: The sum of Fifty Thousand (\$50,000.00) Dollars shall be paid to the Seller at the time of closing

WARRANTIES BY SELLER

4. Seller hereby warrants and represents to Buyer that:

(a) The books of account for said business contain a full and complete record and account of the financial affairs of said business ^{through March 31, 1989} and truthfully set forth all liabilities, assets and other matters pertaining to the fiscal or financial condition of said business. The books and records of the period ending prior to the closing fairly reflect the financial condition, results of operation of said business as of such day of the period then ending, in accordance with generally accepted accounting principles.

(b) Seller is the sole owner of said business with full right to sell or dispose of it as she may choose and that no other person or persons whatsoever have any claim, right, title, interest, or lien in,

to, or on said business.

(c) Seller owes no obligations and has contracted no liabilities affecting said business or which might affect consummation of the purchase and sale described in this Contract nor will such purchase and sale conflict with or violate any agreement or law to which Seller or said business is subject.

(d) No litigation or proceedings, legal, equitable, administrative, through arbitration, or otherwise, are pending or threatened which might affect said business or the consummation of the purchase and sale described in this Contract.

(e) Seller has complied with all laws, rules, and regulations relating to the business and to the property to be sold to Buyer pursuant to this Contract. The board of directors and shareholders of Seller have authorized and approved and Seller has taken, all action required by law, its certificate of incorporation, its by-laws or otherwise to authorize and approve the execution and delivery of this agreement.

(f) Seller has paid in full, or will arrange for such payment, all taxes owned by the business and property subject to this Contract, or which may arise as a result of this Contract.

(g) Seller does not own, or have any legal or equitable title in, any real property.

(h) There are no outstanding notes or accounts receivable relating to the accounts with Seller of, or advances by Seller to, any shareholder, officer, director, employee or affiliate of Seller.

WAIVER OF BULK SALES LAWS

5. The Purchaser waives the requirements of the Bulk Transfer Division of the Uniform Commercial Code of the State of Connecticut and in lieu thereof, accepts a closing affidavit.

CLOSING AND ESCROW

6. The closing of the sale and purchase described in this

Contract shall take place at 1255 Kings Highway East, Fairfield Connecticut on April 27, 1989^{at 3 p.m.} At the time of closing, Seller shall execute and deliver to Buyer such bills of sale, closing affidavits and other instruments as may be necessary to transfer to Buyer all of the assets of the business being sold pursuant to this Contract free and clear of all liens, encumbrances, or claims.

CONDUCT OF BUSINESS

7. Pending closing of the sale and purchase described in this Contract, Seller shall continue to operate said business in the same manner as it has been operated in the past.

RISK OF LOSS

8. The Seller assumes all risk of loss, damage, or destruction to said business and the assets of said business subject to this Contract up to the time of closing. In the event of any such loss which substantially impairs the value of said business, the Buyer shall have the right to terminate this Contract or to close and receive an assignment of the applicable insurance proceeds. Should said business be closed or interrupted for a period of five (5) days prior to the date of closing of the sale and purchase by reason of any event not in the regular course of business, Buyer shall have the right to terminate this Contract.

INVENTORY OF ASSETS

9. A complete inventory of the stock-in-trade, merchandise, and other tangible assets to be sold and purchased under this Contract shall be taken on at the time of closing and shall be of a minimum of 1,087 mouthpieces. There shall be a minimum trumpet inventory of 562, 114 trombones, ^{approximately} 120 flugal horns and 291 coronets. There shall also be part of the inventory approximately 5,000 blanks from which finished goods may be produced. Said business will be closed immediately prior to the taking of the inventory and will remain closed until after the closing of the sale and purchase described in this Contract.

DISSOLUTION OF CORPORATION

10. Seller warrants to the Buyer and it will commence the dissolution proceedings of Jet-Tone Musical Products, Inc., a Connecticut corporation, on or before May 31, 1989.

COSTS AND EXPENSES

11. All costs and expenses incurred in conducting the purchase and sale described in this Contract in the manner prescribed by this contract shall be borne by Buyer and Seller as follows:

- (a) Each party, Buyer and Seller, shall pay the fees and charges of the attorneys retained by him.
- (b) All other expense incurred shall be paid by the parties, Buyer and Seller, in equal proportions.
- (c) Buyer and Seller represent and warrant that they have dealt directly with one another so as not to give rise to any valid claim for brokerage.

CORPORATE RESOLUTION

12. The Seller shall provide the Purchaser with a corporate resolution executed by the President of Jet-Tone Musical Products, Inc. authorizing the sale of said assets and representing said assets are free and clear of any encumbrances, liens or claims.

ENTIRE AGREEMENT

13. This Contract constitutes the sole and only agreement between Buyer and Seller respecting said business or the sale and purchase described in this Contract and correctly sets forth the obligations of Buyer and Seller to each other as of its date. Any agreements or representations respecting said business or its sale to Buyer not expressly set forth in this Contract are null and void.

ATTORNEY'S FEES

14. Should any litigation be commenced between the parties to this Contract concerning said business, this Contract, or the rights and duties of either in relation thereto, the party, Buyer or Seller,

prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

INDEMNITY

15. Seller shall indemnify and hold Buyer harmless from and against all liabilities and obligations arising prior to closing date.

NO ASSIGNMENT

16. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the written consent of the other. Provided, however, nothing contained in this Paragraph shall prevent the Seller, after consummation of the purchase and sale described in this Contract, from negotiating, assigning, or transferring any promissory note or other evidence or indebtedness given her as a part of the purchase price for the purchase and sale described in this Contract.

BINDING ON HEIRS

17. This Contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto; nothing contained in this Paragraph shall be construed as a consent to any assignment of this Contract by either Buyer or Seller except as provided in Paragraph 14 of this Contract.

Executed at Fairfield, Connecticut, on the day and year first above written.

JET-TONE MUSICAL PRODUCTS, INC.

By Toni Cunningham
SELLER
Toni Cunningham

Dennis Bamber
BUYER
Dennis Bamber