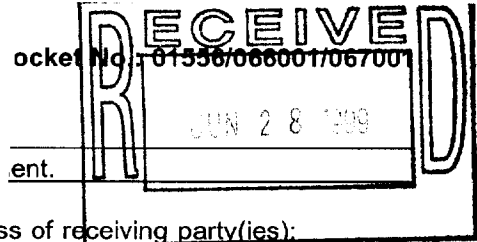


07-01-1999



RECORD
TF



101080977

Commissioner of Patents and Trademarks: P/

ent.

1. Name of conveying party(ies):
STEINWAY & SONS

*MRU
6-28-99*

2. Name and address of receiving party(ies):
**STEINWAY, INC.
Steinway Place
Long Island City, New York 11105**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **NEW YORK**
- Other _____

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **DELAWARE**
- Other _____

Additional name(s) attached? Yes No

3. Nature of conveyance:

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

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

Additional names/addresses attached? Yes No

Execution Date: **June 21, 1999**

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

A. Trademark Application No.(s):

B. Trademark No.(s):

1,741,209 - BOSTON (Stylized)
1,743,058 - BOSTON

Additional numbers attached? Yes No

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

**Timothy A. French
Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110-2804**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41): **\$65** *65E*
 Enclosed
 Authorized to charge deposit account

8. Deposit account number: **06-1050**
If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached. Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

DO NOT USE THIS SPACE

06/30/1999 DMBUYEN 00000316 1741209

01 FC:481 40.00 DP
02 FC:482 25.00 DP

"EXPRESS MAIL" Mailing Label Number *024541494965*

Date of Deposit *6-28-99*
I hereby certify under 37 CFR 1.10 that this correspondence is being deposited with the United States Postal Service as "Express Mail Post Office To Addressee" with sufficient postage on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

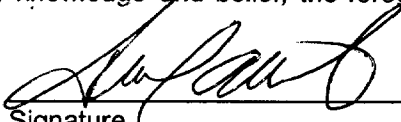
Kristy Cioppi
Kristy Cioppi
TRADEMARK

REEL: 001921 FRAME: 0696

9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is the original document.*

Timothy A. French

Name of Person Signing


Signature

June 28, 1999

Date

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

381798.B11

TRADEMARK ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

This Assignment is between STEINWAY, INC., a Delaware corporation, having a place of business at Steinway Place, Long Island City, New York 11105 (hereinafter the "ASSIGNEE"), and STEINWAY & SONS, a New York corporation, having a place of business at Steinway Place, Long Island City, New York 11105 (hereinafter the "ASSIGNOR").

WHEREAS, the ASSIGNEE and the ASSIGNOR did, jointly, adopt, use and are using the Trademarks and the respective trademark registrations (hereinafter collectively referred to as "the Trademarks"), the short particulars of which are set forth in the Schedule hereto; and

WHEREAS, the ASSIGNEE is desirous of acquiring the sole and entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. In consideration of the sum of One Dollar (\$1.00) and other good valuable considerations to it in hand paid, the receipt of which is hereby acknowledged, ASSIGNOR, does hereby sell, assign and transfer unto ASSIGNEE the entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

2. ASSIGNOR shall do all acts and execute all documents which may be reasonably required by ASSIGNEE in order to effect the assignment of the Trademarks.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized officers on the dates specified below.

STEINWAY & SONS, ASSIGNOR

By *James J. Hanson*
Its *V.P. & C.F.O.*

Place: *Waltham*

Date: *June 21, 1999*

[Corporate Seal]

378406.b11

IN WITNESS WHEREOF, STEINWAY, INC., ASSIGNEE, hereby acknowledges receipt of the entire right, title and interest in and to the Trademarks and the respective Trademark Registrations identified in the Schedule attached hereto, together with the goodwill of the business with which the Trademarks are used, and ASSIGNEE has caused this instrument to be executed by its duly authorized officer this 21st day of June, 1999. ✓

STEINWAY, INC., ASSIGNEE

✓ BY Richard D. Hannon

Its V.P. & C.F.O.

Place: Waltham Mass

Date: June 21 1999

[Corporate Seal]


378406.b11

ACKNOWLEDGEMENTS

ASSIGNOR

State of MASSACHUSETTS :
: ✓ SS.
County of MIDDLESEX :

On this 22nd day of JUNE, 1999, before me personally appeared Dennis M. Hanson, to me known, who, being by me duly sworn, did say that he is V.P. + CFO of STEINWAY & SONS, a corporation organized and doing business under the laws of the State of New York, and that the seal affixed to the instrument is the corporate seal of the corporation, and that he is duly authorized and appointed by the said corporation to set the signature of said corporation to the within instrument of assignment and sale, and acknowledged the same to be the free act and deed of said corporation.



Notary Public
My Commission Expires:

BARBARA A. JOHNSON, Notary Public
My Commission Expires
January 11, 2002

[Notary's Seal]

ASSIGNEE

State of MASSACHUSETTS :
: ✓ SS.
County of MIDDLESEX :

On this 22nd day of JUNE, 1999, before me personally appeared Dennis M. Hanson, to me known, who, being by me duly sworn, did say that he is V.P. + CFO of STEINWAY, INC., a corporation organized and doing business under the laws of the State of Delaware, and that the seal affixed to the instrument is the corporate seal of the corporation, and that he is duly authorized and appointed by the said corporation to set the signature of said corporation to the within instrument of assignment and sale, and acknowledged the same to be the free act and deed of said corporation.



Notary Public
My Commission Expires:

BARBARA A. JOHNSON, Notary Public
My Commission Expires
January 11, 2002

[Notary's Seal]

378406.B11

U.S. Trademark Registrations

<u>Mark</u>	<u>Req. No.</u>	<u>Req. Date</u>
BOSTON (Stylized)	1,741,209	December 22, 1992
BOSTON	1,743,058	December 29, 1992