

10-20-1999



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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

10-12-1999

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

U.S. Patent & TMO/TM Mail 1cptDt.#30

1. Name of conveying party(ies):
 SB Holdings, Inc., a California corporation,
 formerly known as Sherman, Clay & Co., a
 California corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State California
 Other _____

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

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

Name: Sherman, Clay & Co.

Address: 851 Traeger Avenue

San Bruno, CA 94066

Individual(s) Citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation - State Indiana

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: October 5, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 1,743,059

Reg. No. 2,004,110

Reg. No. 1,826,669

Reg. No. 1,624,119

Reg. No. 1,990,438

Reg. No. 2,056,095

Additional numbers attached? Yes No

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

Name: Sheldon R. Meyer

Address: Fliesler, Dubb, Meyer & Lovejoy LLP

Four Embarcadero Center, Suite 400

San Francisco, CA 94111

Telephone: (415) 362-3800

6. Total Number of applications and
registrations involved: 6

(\$40 first mark per document; \$25 second and
subsequent marks in same document.)

7. Total fee (37 CFR 3.41).....\$ 165.00

Check Enclosed

8. Authorized to charge any additional fees
or credit any overpayment to Deposit
Account No. 05-1325. (A duplicate copy
of this authorization is not enclosed.)

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.*

Sheldon R. Meyer

Attorney or Agent

Reg. No. 27,660

Signature

October 6, 1999

Date

10. Total number of pages comprising cover sheet: 3

Attorney Docket No.: SHCL 0000 SRM
srm/shcl/assign.02

- 1 -

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01 FC:481
02 FC:482

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10/05/99-05:06

TRADEMARK
REEL: 001976 FRAME: 0129

25 01-91 0111

MEMORANDUM OF ASSIGNMENT OF TRADEMARKS AND GOODWILL

WHEREAS, SB Holdings, Inc., a California corporation, formerly known as Sherman, Clay & Co., a California corporation ("Assignor"), having its principal place of business at 851 Traeger Avenue, San Bruno, CA 94066, was the original owner of all right, title and interest in and to the following registered U.S. trademarks:

U.S. Mark:	SHERMAN CLAY	
U.S. Reg. #/Date	U.S. Reg. No. 1,743,059	Reg. Date: 12/29/1992
Atty Docket #	SHCL 7828 SRM	

U.S. Mark:	SHERMAN CLAY	
U.S. Reg. #/Date	U.S. Reg. No. 2,004,110	Reg. Date: 10/01/1996
Atty Docket #	SHCL 7828-SUP-1 SRM	

U.S. Mark:	LESSON PLUS	
U.S. Reg. #/Date	U.S. Reg. No. 1,826,659	Reg. Date: 03/15/1994
Atty Docket #	SHCL 7930 SRM	

U.S. Mark:	AA RENT A PIANO	
U.S. Reg. #/Date	U.S. Reg. No. 1,624,119	Reg. Date: 11/20/1990
Atty Docket #	SHCL 7931 SRM	

U.S. Mark:	ALLEGRO ACCEPTANCE CORP.	
U.S. Reg. #/Date	U.S. Reg. No. 1,990,438	Reg. Date: 07/30/1996
Atty Docket #	SHCL 7933 SRM	

U.S. Mark:	PIANOMAX	
U.S. Reg. #/Date	U.S. Reg. No. 2,056,096	Reg. Date: 04/22/1997
Atty Docket #	SHCL 7935 SRM	

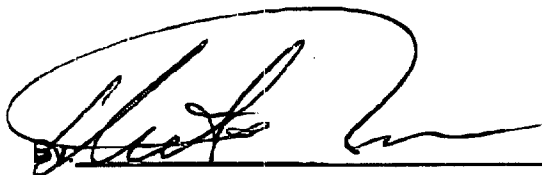
and the goodwill of the business associated therewith for use with the goods and/or services associated therewith for the territory of the United States; and

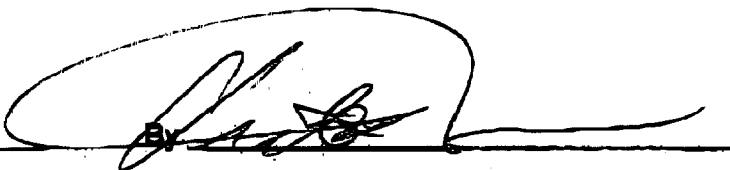
WHEREAS, Sherman, Clay & Co., an Indiana corporation ("Assignee") , having a business address of 851 Traeger Avenue, San Bruno, CA 94066, has previously acquired all right, title and interest in and to the above trademarks for the goods and/or services associated therewith in the above specified territory, along with the goodwill of the business associated with said trademarks;

NOW, THEREFORE, for goods and valuable consideration, the receipt of which has been acknowledged, this Agreement memorializes that Assignor has sold, transferred, conveyed and assigned unto Assignee, its entire right, title and interest in and to the above trademarks and registrations therefor, and the goodwill of the business in connection with said trademarks for the above identified goods and/or services, in the above identified territory.

ASSIGNOR

ASSIGNEE

By 

By 

Name: Victor J. Richmond
Its: Sr. Vice President & CFO
Date: October 5, 1999

Name: Victor J. Richmond
Its: Sr. Vice President & CFO
Date: October 5, 1999