

11-02-1999



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MRD 10/29/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
10 25 1999

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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

TRADEMARK  
REEL: 001982 FRAME: 0771



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

314-241-9090

Name

Glenn K. Robbins II

Address (line 1)

Greensfelder, Hemker & Gale, P.C.

Address (line 2)

10 South Broadway

Address (line 3)

Suite 2000

Address (line 4)

St. Louis, MO 63102-1774

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

Two (2)

**Trademark Application Number(s) or Registration Number(s)**

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75/194,338

**Number of Properties**

Enter the total number of properties involved.

#

1 (One)

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

**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. Charges to deposit account are authorized, as indicated herein.

Glenn K. Robbins II

Name of Person Signing

Glenn K. Robbins II

Signature

10/27/99

Date Signed



## ASSIGNMENT

In consideration of the matters and transactions set forth in that certain Asset Purchase Agreement, dated June 25, 1999, and the Amendment thereto dated October 25, 1999, by and among WOLF IMPORTS, INC., A Missouri corporation (hereinafter referred to as "Seller"), and U.S. BAND & ORCHESTRA SUPPLIES, INC., a Missouri corporation (hereinafter referred to as "Purchaser"), Seller does hereby SELL, ASSIGN, TRANSFER, CONVEY, SET OVER AND DELIVER exclusively unto Purchaser, all of Seller's rights, title and interests in and to each, every and all of the items set forth below:

- (a) The mark "MT. VERNON" and all trademark applications and registrations thereof; and
- (b) Seller's goodwill.


Seller hereby certifies, covenants and warrants that Seller is the lawful owner of all of the property sold, transferred and delivered to Purchaser, as successor to the business of Seller to which the above items pertain in accordance with 15 USC Sec. 1060; that all of said property is free and clear of any and all liens and encumbrances; that Seller has good right, title and authority to sell, assign, transfer, set over and deliver the same.

Seller does hereby covenant and agree to execute and deliver to Purchaser any and all other documents and/or instruments of title and conveyance which may be necessary or appropriate to effect good and sufficient transfer of title to Purchaser of the property hereby sold.

This instrument and any covenants set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns (as applicable) and any entity into which or with which any party hereto may be incorporated, liquidated, merged or consolidated.

IN WITNESS WHEREOF, this instrument has been executed by Seller on this 25<sup>th</sup> day of October, 1999.

WOLF IMPORTS, INC.

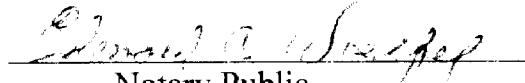
By: 

Donald C. Muckerman  
Chief Executive Officer



State of Missouri     )  
                              ) ss.  
County of St. Louis    )

On this 25<sup>th</sup> day of Oct, 1999, personally appeared DONALD C. MUCKERMAN, to me known and known to me to be the Chief Executive Officer of WOLF IMPORTS, INC., the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of its successor and assignee U.S. BAND & ORCHESTRA SUPPLIES, INC. and pursuant to authority duly received.

  
Notary Public

My commission expires: 1 - 7 - 01 00