

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office						
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.								
<b>1. Name of conveying party(ies):</b>  Baldwin Piano & Organ Company  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Kuhn Keyboards, Inc.</u> Internal Address: <u>P.O. Box 739</u> Street Address: <u>630 Highway 12</u> City: <u>Baldwin</u> State: <u>WI</u> Zip: <u>54002</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Wisconsin</u> <input type="checkbox"/> Other _____  <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>							
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Asset Purchase Agreement</u>  Execution Date: <u>February 25, 1997</u>	<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s)  B. Trademark Registration No.(s) <u>2.066313</u>  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Carol N. Skinner</u> Internal Address: <u>SKINNER AND ASSOCIATES</u>  Street Address: <u>212 Commercial Street</u>  City: <u>Hudson</u> State: <u>WI</u> Zip: <u>54016</u>	<b>6. Total number of applications and registrations involved:</b> ..... <span style="border: 1px solid black; padding: 2px;">1</span>  <b>7. Total fee (37 CFR 3.41).....\$</b> <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>19-2381</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>							
<b>DO NOT USE THIS SPACE</b>								
<b>9. Statement and signature.</b> <i>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.</i>  <table style="width:100%; border: none;"> <tr> <td style="width:30%; border-bottom: 1px solid black;">Carol N. Skinner</td> <td style="width:30%; text-align: center; border-bottom: 1px solid black;"></td> <td style="width:30%; text-align: right; border-bottom: 1px solid black;"><u>6-2-03</u></td> </tr> <tr> <td style="text-align: center;">Name of Person Signing</td> <td style="text-align: center;">Signature</td> <td style="text-align: right;">Date</td> </tr> </table>			Carol N. Skinner		<u>6-2-03</u>	Name of Person Signing	Signature	Date
Carol N. Skinner		<u>6-2-03</u>						
Name of Person Signing	Signature	Date						
Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">12</span>								

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

**CERTIFICATE OF FAX TRANSMISSION**  
 Date: 6-2-03 No.: 7033065995  
 I hereby certify that this paper/fee is being transmitted by Facsimile to the USPTO, under 37 CFR 1.8 as indicated above.  
 Name: Carol N. Skinner  
 Signature: [Signature]

## ASSET PURCHASE AGREEMENT

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THIS ASSET PURCHASE AGREEMENT is made as of February 25, 1997, by and between Baldwin Piano & Organ Company, a Delaware corporation ("Seller") and Kuhn Keyboards, Inc., a Wisconsin corporation ("Purchaser") under the following circumstances:

A. Seller desires to sell certain assets as more particularly described hereinafter (the "Assets") utilized by Seller in Seller's church organ business (the "Acquired Business").

B. Purchaser desires to acquire the Acquired Business and to purchase the Assets as hereinafter more fully set forth.

ACCORDINGLY, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1 PURCHASE AND SALE OF ASSETS

**Section 1.1 Sale of Assets.** Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, all of the Seller's right, title and interest in and to the following assets (the "Assets"):

1.1.1 **Equipment.** Equipment, including computers, described in Exhibit 1.1.1 attached hereto;

1.1.2 **Office Furnishings.** The Office furnishings located at the Organ Business showrooms located in Loveland, Ohio (the "Loveland Showroom") and St. Paul, Minnesota (the "St. Paul Showroom" and, together with the Loveland Showroom, the "Showrooms").

1.1.3 **Advertising Materials.** The Advertising Materials and all advertising production files used by Seller in the Acquired Business;

1.1.4 **Contract Rights.** All rights under contracts; sales and purchase orders and other agreements exclusively relating to the Acquired Business (the "Contracts"), if any;

1.1.5 **Vehicles.** The vehicles described in Exhibit 1.1.5 attached hereto;

1.1.6 **Name.** The name "Church Organ Systems".

1.1.7 **Deposits.** The deposits listed in Exhibit 1.1.7 attached hereto.

**1.1.8 Business Records.** All of Seller's business records pertaining to the Acquired Business.

**Section 1.2 Liabilities Assumed.** At the Closing, Purchaser shall assume the following liabilities and/or obligations in connection with the purchase of the Assets:

**1.2.1 Warranty Obligations.** Purchaser shall be liable for all warranty obligations of the Acquired Business with respect to Church Organ Inventory (as defined in the Consignment Agreement) sold before or after the Closing; provided, however, for a period of 24 months following the Closing, Baldwin shall reimburse Purchaser's reasonable out of pocket expenses to perform warranty obligations for products sold by the Organ Business prior to Closing. Thereafter, Purchaser shall assume the liability for warranty obligations for all "A" "B" and "C" Series instruments sold by the Organ Business whether prior to or after the Closing. Baldwin shall sell to Purchaser at Baldwin's cost, parts currently in Baldwin inventory required by Purchaser to fulfill warranty obligations assumed hereunder.

**1.2.2 Post-Closing Obligations.** Purchaser shall assume all liability for all obligations of the Organ Business that accrue after the Closing, including, but not limited to, Baldwin's obligations to purchase booth space at NPM.

**Section 1.3 Purchase Price.** The purchase price for the Assets (the "Purchase Price") shall be \$33,550.00 payable by wire transfer, certified or cashiers check at closing or by the reduction of any remuneration which may be payable by Baldwin to Duane A. Kuhn ("Kuhn") pursuant to any bonus agreement with Baldwin.

**Section 1.4 Allocation of Purchase Price.** The parties hereto agree that the Purchase Price shall be allocated among the Assets in accordance with the schedule set forth in Exhibit 1.4. Each party agrees that it will not take any position that varies from or is inconsistent with such allocation, and any filing made by such party with the Internal Revenue Service or any other governmental regulatory authority, including without limitation, Form 8594, shall be consistent with such allocation.

## ARTICLE 2 THE CLOSING

**Section 2.1 The Closing.** Except as otherwise mutually agreed upon by Purchaser and Seller, the consummation of the transactions contemplated herein (the "Closing") shall occur within five (5) business days after the satisfaction or waiver of each condition to closing contained herein (excluding conditions that by their terms cannot be satisfied until the Closing Date), or such other date as may be mutually agreed by the parties hereto (the "Closing Date"). The Closing shall take place at the offices of Graydon, Head & Ritchey, 511 Walnut Street, Cincinnati, Ohio.

**Section 2.2 Deliveries by Seller.** On the Closing Date, Seller shall deliver to Purchaser, in addition to all other items specified elsewhere in this Agreement, the following:

**2.2.1 Bill of Sale.** A General Assignment and Bill of Sale in the form attached hereto as Exhibit 2.2.1, and such other instruments of sale, conveyance, transfer, assignment, endorsement, direction or authorization as will be required or as may be desirable, in the reasonable opinion of Purchaser, to vest in Purchaser, its successors and assigns, all good and marketable right, title and interest in and to the Assets, free and clear of all liens and encumbrances.

**2.2.2 Possession.** Possession and operating control of the Assets and Acquired Business, and all files, documents, papers, agreements, books of account and records pertaining to the Acquired Business; provided, however, after Closing, Purchaser shall make available to Seller for inspection and copying during normal business hours upon prior written request, the files, documents, papers, agreements, books of account and records pertaining to the Acquired Business to permit Seller to collect Seller's accounts receivable and to file necessary reports with governmental authorities, including tax returns of Seller.

**Section 2.3 Deliveries by Purchaser.** On the Closing Date, Purchaser shall deliver to Seller, in addition to all other items specified elsewhere in this Agreement, the following:

**2.3.1** The Purchase Price.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations, warranties and covenants to the Purchaser:

**Section 3.1 Authorization; Etc.** Seller has full power to execute, deliver and perform its obligations under this Agreement. This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors rights generally or by equitable principles.

**Section 3.2 Title to Property.** Seller has good title to all the Assets, free and clear of all liens, encumbrances, charges, restrictions, and adverse claims.

**Section 3.3 No Breach of Statute, Decree, or Contract.** The execution, delivery and performance of this Agreement does not breach any applicable statute, regulation or ordinance

of any governmental authority, and does not conflict with or result in a breach of or default under any of the terms, conditions or provisions of any documents regulating the conduct of Seller's business, or any order, writ, injunction, decree, contract, agreement or instrument to which Seller is a party or by which the Assets may be bound, and does not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the Assets and does not give to others any interest or rights in, or with respect to, any of the Assets, except to the Purchaser as provided hereunder.

**Section 3.4 Litigation; Orders.** There is no suit, action, claim, administrative or arbitration or other proceeding, investigation or inquiry of any kind (collectively, "Actions") pending or, to Seller's knowledge, threatened against or affecting any of the Assets, or the ability of the Seller to consummate the transactions contemplated by this Agreement, by any person, corporation, partnership, firm, association, business entity, organization or other enterprise, or by an administrative agency or other governmental body. There is no outstanding order, writ, injunction or decree of any kind (collectively, "Orders") of any court, administrative agency, other governmental body or arbitration tribunal against or affecting any of the Assets, or the ability of the Seller to consummate the transactions contemplated by this Agreement.

**Section 3.5 Consents.** All consents, if any, necessary in connection with the consummation of the sale of Assets have been made, filed, given or obtained.

**Section 3.6 Further Assurances.** From time to time, whether at or after the date hereof, Seller will execute and deliver such further instruments of conveyance and transfer and take such other action as may be necessary to carry out the terms of this Agreement, and will take no action that will prevent its performance of this Agreement in accordance with its terms.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants as follows:

**Section 4.1 Authorization; Etc.** Purchaser has full power to execute, deliver and perform its obligations under this Agreement. This Agreement is the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors rights generally or by equitable principles. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of, or be an event that is, or with the passage of time will result in, a violation of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation under, any mortgage, lien, lease, agreement, instrument, order, arbitration award, judgment or decree to which Purchaser is a party or by which Purchaser is

bound; or violate or conflict with any other restriction of any kind or character to which Purchaser is subject.

**Section 4.2 Litigation; Orders.** There are no Actions pending or, to Purchaser's knowledge, threatened against Purchaser, and no Orders against Purchaser, that may have the effect of prohibiting the sale contemplated by this Agreement.

**Section 4.3 No Breach of Statute, Decree, or Contract.** The execution, delivery and performance of this Agreement does not breach any applicable statute, regulation or ordinance of any governmental authority, and does not conflict with or result in a breach of or default under any of the terms, conditions or provisions of any documents regulating the conduct of Purchaser's business, or any order, writ, injunction, decree, contract, agreement or instrument to which Purchaser is a party or by which the Assets may be bound.

**Section 4.4 Consents.** Purchaser is not required to make, file, give or obtain any consents with, to or from any persons or governmental authorities or private agencies in connection with the consummation of the sale of Assets.

## ARTICLE 5 COVENANTS OF SELLER

**Section 5.1 License.** At the Closing Seller shall grant to Purchaser at no cost to purchaser a license to use the name **Baldwin®**, solely with respect to the sale of the Church Organ Inventory by Purchaser. Any other instruments manufactured after the date of Closing for Purchaser shall not bear the name **Baldwin®**, or be marketed using the name **Baldwin®**. Upon the sale by Purchaser of the last unit of Church Organ Inventory, Purchaser shall cease using the name **Baldwin®** and the license to use the name **Baldwin®** shall terminate. In addition, for a period of twelve months following the Closing Date, Purchaser shall be permitted to use the name "Baldwin® by Viscount" for any organs manufactured by Viscount for Purchaser and delivered to Purchaser during such twelve month period having a wholesale price under \$10,000.

**Section 5.2 Employees.** At Closing, Seller will terminate all employees of the Organ Business who will not become employees of Purchaser. With the exception of Kuhn, Seller will pay such terminated employees normal severance consisting of one week of pay for each year of service with Seller. Kuhn will waive any claim he may have against Seller for the payment of severance. Upon execution of this letter of intent by Kuhn and Seller, Seller agrees that Kuhn may contact, with the prior consent of Seller, any current employee of the Organ Business to discuss possible employment with Purchaser. Purchaser has no obligation to hire any current Organ Business employee.

**Section 5.3 Operations Pending Closing.** Seller shall conduct the business and operations of the Acquired Business in the ordinary and prudent course of business consistent with

past practice and with the intent of preserving the ongoing operations and assets of the Acquired Business.

## ARTICLE 6 COVENANTS OF PURCHASER

**Section 6.1 St. Paul Showroom.** Purchaser shall exercise its best efforts to cause Hamilton Music to assume the operation of the St. Paul Showroom and to cause Hamilton Music to assume the lease for the St. Paul Showroom and to hire the employees of the St. Paul Showroom; provided, however, in the event Hamilton Music does not assume the operation of the St. Paul Showroom, Purchaser shall have no obligation with respect to such showroom or the employee thereof.

**Section 6.2 Further Assurances.** From time to time, whether at or after the Closing Date, Purchaser will execute and deliver such further instruments and take such other action as may be necessary to carry out the terms of this Agreement, and will take no action that will prevent its performance of this Agreement in accordance with its terms.

## ARTICLE 7 CONDITIONS TO PURCHASER'S OBLIGATION TO CLOSE

Purchaser shall not be obligated to close the purchase of the Assets unless the following conditions are fulfilled to Purchaser's satisfaction:

**Section 7.1 Seller Continued Operations.** Seller shall continue to operate in the ordinary course of business until and through the Closing.

**Section 7.2 Non-competition Agreement.** Seller shall have executed and delivered to Purchaser a Non-Competition Agreement in the form of Exhibit 7.2 attached hereto.

**Section 7.3 Consignment Agreement.** Seller and Purchaser shall have executed and delivered the Consignment Agreement in the form of Exhibit 7.3 attached hereto (the "Consignment Agreement").

**Section 7.4 Bonus Agreement.** Seller shall have executed and delivered to Kuhn a bonus letter in the form of Exhibit 7.4 attached hereto.

**Section 7.5 No Bankruptcy.** No proceedings under any bankruptcy or other insolvency statute shall have been commenced by or against Seller prior to Closing.

**ARTICLE 8**  
**CONDITIONS TO SELLER'S OBLIGATION TO CLOSE**

Seller shall not be obligated to close the purchase of the Assets unless the following conditions are fulfilled to Seller's satisfaction:

**Section 8.1 Guaranty.** Kuhn shall have executed and delivered to Seller a Guaranty in the form of Exhibit 8.1 attached hereto.

**Section 8.2 Consignment Agreement.** Seller and Purchaser shall have executed and delivered the Consignment Agreement.

**Section 8.3 No Bankruptcy.** No proceedings under any bankruptcy or other insolvency statute shall have been commenced by or against Purchaser prior to Closing.

**Section 8.4 Lender Consent.** Seller's commercial lenders shall have granted in writing their consent and any required waivers to the transactions contemplated in this Agreement.

**ARTICLE 9**  
**SURVIVAL OF REPRESENTATIONS**  
**AND WARRANTIES; LIMITATION OF LIABILITIES**

**Section 9.1 Survival.** The representations and warranties of the parties hereto included or provided for in this Agreement shall survive for one year the date of this Agreement and shall thereafter expire and be of no further force or effect, provided that a notice of a breach of such representations or warranties delivered prior to such expiration shall extend the survival of the representations and warranties with respect to the subject of the notice.

**Section 9.2 Indemnification of Purchaser.** Subject to the limitations set forth in Sections 9.1, the Seller shall indemnify and hold the Purchaser harmless against and will reimburse the Purchaser on demand for, any actual damage, loss, cost or expense (including attorneys fees and expenses) incurred by the Purchaser resulting from any breach of the Seller's representations, warranties, or covenants in this Agreement.

**Section 9.3 Indemnification of Seller.** The Purchaser shall indemnify and hold the Seller harmless against, and reimburse the Seller on demand for, any actual damage, loss, cost or expense incurred by the Seller resulting from any breach of the Purchaser's representations, warranties or covenants in this Agreement. The Purchaser shall indemnify and hold the Seller harmless against, and reimburse the Seller on demand for, any actual damage, loss, cost or expense incurred by the Seller resulting from Purchaser's failure to pay any expense, tax or assessment asserted against the Purchaser or Seller solely with respect to the operation of the Acquired Business by the Purchaser from and after the Closing Date.



**Section 9.4 Notice and Defense of Claims.** A party claiming indemnification under this Article 8 (the "Asserting Party") must promptly notify in writing the party for which indemnification is sought ("the Defending Party") of the nature and basis of such claim for indemnification. If such claim relates to a claim, litigation or other action by a third party against the Asserting Party, or any fixed or contingent liability to a third party (a "Third Party Claim"), the Defending Party may elect to assume the defense of the Third Party Claim within a reasonable time after receipt of the notice referred to above at its own expense with counsel selected by the Defending Party and reasonably acceptable to the Asserting Party. The Defending Party may not assume the defense if the named parties to the Third Party Claim (including any impleaded parties) include both the Defending Party and the Asserting Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, in which case the Asserting Party shall have the right to employ counsel reasonably acceptable to the Defending Party at the expense of the Defending Party. If the Defending Party assumes the defense of the Third Party Claim, the Defending Party shall not be liable for any fees and expenses of counsel for the Asserting Party incurred thereafter in connection with the Third Party Claim. Whether or not the Defending Party assumes the defense of the Third Party Claim, the Asserting Party shall have the right to settle any Third Party Claim with the consent of the Defending Party.

## ARTICLE 10 MISCELLANEOUS

**Section 10.1 Counterparts.** This Agreement may be executed in one or more counterparts (each of which shall be considered an original but all of which together shall be deemed to constitute one and the same Agreement), and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

**Section 10.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to the choice of law principles thereof.

**Section 10.3 Entire Agreement.** This Agreement, the Exhibits hereto and the other materials referenced herein constitute the entire agreement among the parties and supersedes all prior written or oral agreements and understandings among the parties, and there are no representations, warranties, covenants, agreements or understandings among the parties other than those set forth or referred to herein or therein.

**Section 10.4 Expenses.** Except as set forth in this Agreement, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**Section 10.5 Notices.** All notices, demands or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement, shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or

transmitted by hand delivery, national overnight express, telegram or facsimile transmission, addressed as follows:

If to Seller: Baldwin Piano & Organ Company  
422 Wards Corner Road  
Loveland, Ohio 45140  
Fax: 513-576-4664  
Attention: Mr. Steve Brock

With a copy to: Graydon, Head & Ritchey  
1900 Fifth Third Center  
Cincinnati, Ohio 45202  
Fax Number: 513-651-3836  
Attention: Eric C. Okerson, Esq.

If to Purchaser: Kuhn Keyboards, Inc.  
630 Highway 12  
P.O. Box 738  
Baldwin, Wisconsin 54002  
Attention: Mr. Duane A. Kuhn

until such time as either party notifies the other of a change of address. Each notice or other communication which shall be mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or the affidavit of messenger or telefax transmission log being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Delivery of the notices to the persons who are to receive copies of such notices, as provided for in this Section 9.5, shall not constitute effective delivery of notice to the parties hereto.

**Section 10.6 Captions.** The captions in this Agreement are for convenience and information only, are not an integral part of this Agreement and are not to be considered in the interpretation of any part hereof.

**Section 10.7 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that neither Seller nor Purchaser shall assign their respective rights under this Agreement without the prior written consent of the other party.

**Section 10.8 Interpretation, No Presumption.** This Agreement has undergone several drafts with the negotiated suggestions of both parties hereto. Therefore, no presumptions shall arise favoring either party by virtue of the authorship of any of its provisions.

**Section 10.9 Execution and Delivery of Exhibits.** The parties to this Agreement agree that Exhibits 2.2.1, 7.2, 7.3, 7.4 and 8.1 (the "Closing Documents") will be executed on the date of the execution of this Agreement. However, the parties further agree that the Closing Documents shall not be deemed to have been delivered until the Closing Date. The parties authorize the Closing Documents to be dated with the Closing Date. In the event the Closing does not occur, the Closing Documents shall be of no force and effect.

[Signatures on Next Page]

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the parties as of the day and year first above written.

SELLER  
BALDWIN PIANO & ORGAN COMPANY

By: *Stephen K. Brock*  
Title: *SR VP Marketing & Sales*

PURCHASER  
KUHNS KEYBOARD, INC.

By: *David Aluk*  
Title: *Pres*