


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$ ∇ ∇ ∇ ∇ ∇ ∇	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	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.		
1. Name of conveying party(ies): N.H.F. Musical Merchandis Corp. <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	2. Name and address of receiving party(ies) Name: <u>NHF Musical Merchandise, Inc.</u> Internal Address: _____ Street Address: <u>4004 Technology Drive</u> City: <u>South Bend</u> State: <u>IN</u> Zip: <u>46628</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>Indiana</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) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>2/21/2003</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/314703</u> B. Trademark Registration No.(s) <u>1066693; 1922887</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>D. Michael Anderson</u> Internal Address: <u>Barnes & Thornburg</u> <u>600 1st Source Bank Center</u> Street Address: <u>100 North Michigan</u> City: <u>South Bend</u> State: <u>IN</u> Zip: <u>46601</u>	6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ <u>120.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>12-0913</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>D. Michael Anderson</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>3/18/2004</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 29 </div>		

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

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

CH \$120.00 120913 76314703

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made as of the 21 day of February, 2003, by and among N.H.F. MUSICAL MERCHANDISE CORP., a Pennsylvania corporation ("Seller"), NHF MUSICAL MERCHANDISE, INC., an Indiana corporation wholly-owned by Dennis Bamber, Inc. ("Buyer") and Alan DeMurguiondo, Robert Young, and Steven Brown (collectively, the "Shareholders").

WITNESSETH:

By an Asset Purchase Agreement among Buyer, Seller and Shareholders dated of even date herewith (the "Purchase Agreement"), Seller and Shareholders agreed to sell, convey, assign, transfer and deliver to Buyer certain properties and rights of Seller in consideration of (i) the payment by Buyer of the Purchase Price, and (ii) the delivery by Buyer of an undertaking of the character set forth below. The capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

For the purpose of consummating the Closing, Seller has delivered, or caused to be delivered, to Buyer various instruments and has taken, or caused to be taken, other actions to effect such sale, conveyance, transfer and delivery, and Buyer has delivered the documents required by the Purchase Agreement to be so delivered at the Closing.

NOW, THEREFORE, in consideration of the premises and to complete the action required by the Purchase Agreement as consideration for such sale, conveyance, transfer and delivery, the parties hereby undertake and agree as follows:

1. **Assignment of Certain Assets and Rights by Seller.** Seller hereby assigns to Buyer all of Seller's rights, title and interest in, to and under the following assets and rights:

(a) All of Seller's rights, title and interest in and to its accounts receivable, unbilled work in progress and all other rights to payment;

(b) All of Seller's rights, title and interest in and to all distribution agreements, contracts, leases and other agreements relating to the Business (including contracts with customers, vendor contracts and equipment, vehicle and real property leases) which are listed on Schedule 9(m) of the Purchase Agreement;

(c) All of Seller's rights, title and interest in and to all Intellectual Property used in connection with the Business, including, but not limited to, the Intellectual Property listed on Schedule 9(l) of the Purchase Agreement and all goodwill associated therewith and Seller's interest in the names "NHF Musical Merchandise", "Aria USA" and all other trade names used by Seller in the Business;

(d) All of Seller's rights, title and interest in and to all rights and warranties from vendors, suppliers or others with respect to any of the Assets or the Business;

(e) To the extent transferable, all prepaid items that relate to the Assumed Liabilities and all security deposits, performance bonds or other deposits attributable to the Business;

(f) All of Seller's rights, title and interest in and to any certificates, licenses, permits or franchises relating to the Business to the fullest extent that the same are transferable or assignable;

(g) All claims, causes of action and other rights of Seller against others relating to the Business;

(h) All other intangible assets of Seller used or useful in the operation of the Business, except for the Excluded Assets.

2. **Assumption of Obligations by Buyer.** Buyer hereby assumes and agrees to pay and perform, as and when due, the following obligations and liabilities of Seller (collectively, the "Assumed Liabilities"):

(a) The accounts payable, accrued salaries, accrued expenses and other current liabilities of the Business to the extent set forth on the January 2003 Balance Sheet which remain outstanding as of the Closing Date, other than the Outstanding Indebtedness;

(b) The current liabilities of the Business of the type set forth on the January 2003 Balance Sheet which are incurred by Seller in the usual and ordinary course of business consistent with past practice between the date of the January 2003 Balance Sheet and the Closing Date, all of which are set forth on Schedule 3(a)(ii) of the Purchase Agreement; and

(c) All obligations and liabilities of Seller accruing and arising from and after the Closing Date under the Assumed Contracts.

Except for the Assumed Liabilities, Buyer does not hereby assume, nor shall Buyer be responsible for, any debts, liabilities, obligations, or commitments of Seller, whatsoever, whether actual, absolute, accrued, fixed, contingent, asserted or unasserted.

3. **Further Assurances.** Each party agrees to execute and deliver, or cause to be executed and delivered, upon the request of another party, any and all agreements and instruments as may be reasonably required for the purpose of, or in connection with, completing and confirming all assignments and transfers made hereunder.

4. **Purchase Agreement Controlling.** In the event of any conflict or inconsistency between the terms hereof and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and prevail.


5. **Miscellaneous.** This Assignment and Assumption Agreement shall inure to the benefit of Buyer, Seller, Shareholders and their respective legal representatives, successors and assigns. The purpose hereof is to relieve Seller of certain obligations and not to create third party

beneficiary rights. Therefore, this Assignment and Assumption Agreement may be modified by a writing signed by Seller, Shareholders and Buyer without the consent of any third party.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

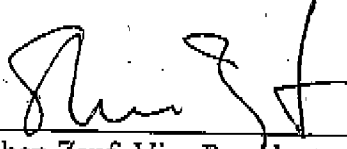
SELLER:

N.H.F. MUSICAL MERCHANDISE CORP.


By: 
Alan DeMurguiondo, Chief Executive Officer

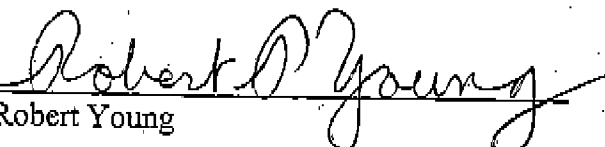
BUYER:


NHF MUSICAL MERCHANDISE, INC.

By: 
Stephen Zapf, Vice President

SHAREHOLDERS:


Alan DeMurguiondo


Robert Young


Steven Brown

Schedule 9(I)

Intellectual Property

1. N.H.F. Musical Merchandise Corp. (corporate name -- Pennsylvania and New Jersey).
2. Aria USA (not registered/not owned -- licensed for use in connection with sale of Aria products pursuant to a Distribution Agreement with Aria and Company, Inc., dated February 3, 2003)
3. Fullerton (registered for use in connection with guitars and basses). *BBE Sound, Inc. filed an application with the United States Patent and Trademark Office with respect to the mark "George Fullerton" on November 3, 2000.
4. Jet (not registered -- for use in connection with sale of drums).
5. GEM (not registered/not owned -- licensed for use in connection with sale of musical accessories through agreement with GEM Keyboards).