

11-14-2003

RE

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

5-19-03 RECORDED & TRANSMITTED



102599888

DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
Eden Electronics, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Washburn International, Inc.
 Internal Address: _____
 Address: _____
 Street Address: 444 East Courtland
 City: Mundelein State: IL Zip: 60060
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Illinois
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations 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: 12/23/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2183394,
2240767, 2097500
 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Ronald S. Bienstock, Esq.
 Internal Address: Bienstock + Michael, P.C.

 Street Address: 250 West 57th St.,
suite 1917
 City: New York State: NY Zip: 10107

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Ronald S. Bienstock
 Name of Person Signing (u)
 Signature 5/16/03
 Date

Total number of pages including cover sheet, attachments, and document: 24

OFFICE OF PUBLIC RECORDS
2003 MAY 19 AM 0:37
FINANCE SECTION

05/20/2003 LINDLER 00000197 2183394
 01 FC:8521 40.00 OP
 02 FC:8522 50.00 OP

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

TRADEMARK
 REEL: 002863 FRAME: 0015

**Agreement Between Eden Electronics, Inc. and Washburn
International, Inc. for the sale of Intellectual Property,
Inventory, Equipment, Goodwill and Customer List**

This Purchase Agreement (the "Purchase Agreement"), is entered into as of the ^{23rd} day of December, 2002 (the "Execution Date"), by and between Eden Electronics, Inc. ("Eden Electronics") a corporation organized and existing under the laws of Minnesota and Washburn International, Inc. ("Washburn"), a corporation organized and existing under the laws of Illinois.

WHEREAS, Eden Electronics is in the business of developing, manufacturing, marketing, and selling certain musical equipment and accessories therefor including, but not limited to the products specified in Schedule A (collectively the "Products");

WHEREAS, Eden Electronics owns domestic and international intellectual property rights, either registered or in common law, to the trademarks, copyrights, patents and other intellectual property now or previously used by Eden Electronics, in connection with any and all of Eden Electronics' Products, including, but not limited to, the registrations attached hereto as Schedule B, and the goodwill associated therewith (collectively, the "Intellectual Property");

WHEREAS, Washburn, desires to expand its business by purchasing all of Eden Electronics' Intellectual Property, along with the Eden Electronics' customer lists, domain names, websites, jigs, templates and its existing equipment as at the Execution Date as described in Schedule C (the "Equipment"), and all inventory, including all Product rentals and Product loaners and all of the inventory held at Eden Electronics' business location in Montrose, MN and controlled by Eden Electronics as at the Execution Date, including all of the existing raw materials, works in process, finished supplies, and finished Products, as described in Schedule D (collectively, the "Inventory"), and by employing Eden Electronics' President, Mr. David Nordschow, as a Consultant/Employee of Washburn.

NOW THEREFORE, subject to this Agreement's terms and conditions, and in consideration of the parties' mutual covenants and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Eden Electronics and Washburn, intending to be legally bound, agree as follows.

1. Assigned Assets.

a) In reliance on the representations and warranties contained herein and subject to all of the terms and conditions hereof, for consideration equal to fair value contemporaneously paid as a result of arms-length negotiation, Eden Electronics does hereby sell, assign and deliver, free and clear of all mortgages, liens, security interests, licenses, claims and encumbrances ("Encumbrances"), to Washburn and Washburn does

hereby purchase from Eden Electronics, upon the execution and delivery hereof, the following tangible and intangible assets (collectively, the "Assets"):

- i) all of Eden Electronics' rights, domestic or foreign, to the Intellectual Property, together with the goodwill of the business associated with such Intellectual Property;
 - ii) all of Eden Electronics' rights to sell, license, manufacture and distribute the Products associated with the Intellectual Property and the goodwill associated therewith;
 - iii) all of Eden Electronics' Equipment;
 - iv) all of Eden Electronics' Inventory;
 - v) Eden Electronics' websites and the domain names, <http://www.edenelectronics.com> and <http://www.eden-electronics.com>;
 - vi) all of Eden Electronics' past and current mailing lists and customer lists and all materials used for the development thereof;
 - vii) all of Eden Electronics' books, records, files, technical data, blueprints, cut sheets, computer assisted drawings, templates, brochures and other proprietary information relating to the Products, including all copyrighted materials of Eden Electronics, in electronic and paper form; and
 - viii) all of Eden Electronics' rights under all Artist Endorsement Agreements, either oral or written, and all other commitments, contracts, arrangements and other agreements relating to past, current, or future endorsers of Eden Electronics' Products, and all relevant information pertaining thereto.
- b) In connection with the foregoing, Eden Electronics shall execute and deliver to Washburn such bills of sale, assignments or other instruments of transfer and assignment as shall be necessary to convey and vest in Washburn all right, title and interest in and to all of the Assets free and clear of all Encumbrances. Simultaneously with such delivery Eden Electronics shall take such action as may be necessary or reasonably requested by Washburn to place Washburn in possession and control of the Assets, including, but not limited to, preparing and filing all recordation of assignment forms to the Intellectual Property with the U.S. PTO and the appropriate foreign intellectual property offices.
- c) The Assets shall not include any of Eden Electronics' real property, including, but not limited to, Eden Electronics' property located at 115 Main Street, Montrose Minnesota (the "115 Main Street Property").

2. No liabilities Assumed. Washburn shall not assume or have any liability for any liabilities or obligations of Eden Electronics, and Eden Electronics shall pay, perform, and discharge all of its liabilities and obligations.

3. Payment.

a) In consideration of the transfer of the foregoing Assets, Washburn shall:

(i) Pay to Eden Electronics the following purchase amount (the "Purchase Price") equal to the sum of:

(a)

(b)

plus

(c)

(ii) Agree to the Consultant/Employment Agreement between Washburn and Mr. David Nordschow, the owner of Eden Electronics, for the terms and amounts set forth in the Consultant/Employment Agreement attached hereto as Exhibit E and shall sign such short form agreement on the Execution Date.

(iii) Assume the leases for certain of Eden Electronics' equipment consisting of a wave solder machine, a Robot CS400D, and a Indiana Gen Magnetizer (the "Leased Equipment"), and assume the total liability of the Leased Equipment equal to approximately

b) Washburn's payment of the Purchase Price to Eden Electronics shall be made payable to the "Law Offices of Ronald S. Bienstock, In Trust For Eden Electronics," by wire transfer to Citibank, 1748 Broadway, New York, New York 10019, and shall be held in escrow pursuant to the terms of the Escrow Agreement between Eden Electronics and Washburn entered on the Execution Date.

c) The Purchase Price shall be held in escrow by Bienstock & Michael, P.C. in the account stated in Paragraph 3(b) above, pending the authorization and consent by letter from Highland Bank and Wells Fargo to the transfer of the Assets as set forth herein and the release of all Encumbrances.

d) If any of Eden Electronics' Equipment or Inventory specified in Exhibits C or D respectively, are sold by Eden Electronics before the Execution Date, Eden Electronics' shall deduct from the Purchase Price (i) the fair market value of any and all Equipment specified in Exhibit C that was sold by Eden Electronics before the Execution Date and (ii) the wholesale price of any and all of the Inventory specified in Exhibit D that was sold by Eden Electronics before the Execution Date.

4. Representations and Warranties of Eden Electronics.

(a) Eden Electronics, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota and has all requisite power and authority to own, operate and lease its properties, and to carry on its business as it is now being conducted. Notwithstanding the preceding, Eden Electronics hereby discloses that a foreclosure has been commenced on its 115 Main Street Property and Highland Bank and Wells Fargo have a security interest on all of Eden Electronics' assets (collectively the "Liens"). Eden Electronics has the power and authority to execute, deliver, and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Eden Electronics has been duly authorized by all necessary corporate action on the part of Eden Electronics and the stockholders of Eden Electronics. This Agreement has been duly executed and delivered by Eden Electronics and constitutes the legal, valid and binding obligation of Eden Electronics enforceable against Eden Electronics in accordance with its terms.

(b) On the Closing Date, Eden Electronics will convey to Washburn good and marketable title to all of its real and valid title to all of the Assets, free and clear of all Encumbrances, and shall assign to Washburn its Leased Equipment. No instrument, easement, license or grant of record, ordinance or administrative regulation or other impediment of any kind prohibits or interferes with, limits or impairs, or would, if not permitted by any prior nonconforming use, prohibit or interfere with or limit or impair, the use, operation, maintenance of, or access to or the value of any of the Assets.

(c) All the Intellectual Property is owned by Eden Electronics free and clear of all licenses, liens, claims, security interests, charges or other encumbrances or restrictions of any kind other than those set forth herein. No licenses for the use of any of such Intellectual Property have been granted by Eden Electronics to any third parties and Eden Electronics does not and is not required to license any such Intellectual Property from others. All of such rights are valid and adequate and appropriate for the Business as now conducted. All of such rights will be acquired by Washburn pursuant to the terms hereof and the transfer of such rights to, and use by Washburn will not require the consent from any other person. To the best knowledge of the principals of Eden Electronics, operation of the Business does not infringe in any way or conflict with any registered or unregistered patent, trademark, trade name, copyright, license or other right of any person or entity. No claim is pending or threatened or has been made within the past five (5) years, to the effect that any such infringement or conflict has occurred.

(d) The execution, delivery and performance of this Agreement and the consummation of all of the transactions contemplated hereby: (i) do not and will not require the consent, waiver, approval, license, designation or authorization of, or declaration with, any person or public authority; (ii) do not and will not with or without the giving of notice or the passage of time or both, violate or conflict with or result in a breach or termination of any provision of, or constitute a default under, or accelerate or permit the acceleration of the performance required by the terms of, or result in the creation of any mortgage, security interest, claim, lien, charge or other encumbrance upon

12. Notices. All notices and other communications hereunder will be in writing and will be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Eden Electronics:

Joseph W. Dickor, P.A.
1406 West Lake Street, Suite 208
Minneapolis, MN 55408

If to Washburn:

Washburn International, Inc.
444 East Courtland
Mundelein, IL 60060
Attn: Mr. Rudy Schlacher, President

With a Copy to

Bienstock & Michael, P.C.
250 West 57th Street, Suite 1917
New York, New York 10107
Att: Ronald S. Bienstock, Esq.

or to such other address as either party will have furnished to the other in writing. All notices and communications shall be deemed to have duly given and received on the date of receipt.

13. Relationship of the parties. The parties to this Agreement do not intend by the terms of this Agreement to create any agency, partnership or joint venture relationship. Neither party shall incur any obligation or liability on behalf of the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WASHBURN INTERNATIONAL, INC.

EDEN ELECTRONICS, INC.

By: 

By: 

Name: Nancy Gilman

Name: David Nordstrom

Title: COO

Title: President

Date: 12/23/02

Date: 12-23-02

- Easy field service
- Very high output SPL and superior sound quality
- Very rugged construction Very good reliability

Eden CX product group

Compact Co-axial medium venue Combo systems, feature the following:

- Time Traveler amplifier systems (newest technologies)
- One piece Aluminum chassis design
- Modular system design and construction
- Co-axial loudspeakers (Eden manufactured)
- AA void free Plywood construction
- Professional features
- Simple intuitive control systems
- All solid state with warm tube like sound
- Shared component usage

Nemesis Combos

Light weight composite enclosures with FET power amplifiers for small to medium venues. They feature the following:

- Ultra light weight
- Advances composite construction (Environmentally friendly materials)
- FET outputs
- Simple control functions
- Professional features
- Low noise
- High output
- Great sound with the overall performance envelope limited to differentiate it from the high lines.
- Low time factor in production good efficiency in manufacturing

Manufacturing

Eden is **unique** in this Bass guitar market place. We are the only firm that is **fully vertically integrated**. Most firms buy the loudspeakers and often job the enclosures and much of the electronic assembly work out.

We do it all in house. We have our own wood shop. We **manufacture all our own loudspeakers and tweeters in house**. We also do all the **PC boards and amplifier**

Thank you for your request. Her ^{Exhibit B} results from the TARR web server.

This page was generated by the TARR system on 10/28/2002 19:10:04 ET

Serial Number: 75191140

Registration Number: 2183394

Mark



(words only): E EDEN DAVID BY EDEN

Current Status: Registered.

Date of Status: 1998-08-25

Filing Date: 1996-11-01

Registration Date: 1998-08-25

Law Office Assigned: TMEG Law Office 102

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -Warehouse (Newington)

Date In Location: 1998-10-29

CURRENT APPLICANT(S)/OWNER(S)

1. Eden Electronics, Inc.

Address:

CONTACT INFORMATION

Correspondent (Owner)

RONALD S BIENSTOCK (Attorney of record)

RONALD S BIENSTOCK
RONALD S BIENSTOCK & ASSOC
250 WEST 57TH ST STE 1917
NEW YORK NY 10107
United States

Number

**Registration
Date**

April 20, 1999

Owner

(REGISTRANT) Eden Electronics, Inc. CORPORATION
MINNESOTA 310 First Street P.O. Box 338 Montrose MINNESOTA
55363

**Attorney of
Record**

JEANINE M MITCHELL

Type of Mark

TRADEMARK

Register

PRINCIPAL

**Live/Dead
Indicator**

LIVE

PTO HOME	TRADEMARK	TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE/DIGIT	TOP	HELP	PREV LIST	CURR LIST	NEXT L
FIRST DOC	PREV DOC	NEXT DOC	LAST DOC								

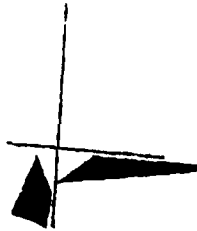
Certificaat van Inschrijving
van het merk
EDEN
in de Benelux

*Amsterdam,
Onderwerp:
Cliënt:*

10 januari 1997
Certificaat van Inschrijving
Eden Electronics Inc.

*Verantwoordelijk:
11-01-1997 12:00:00 (TUE) 11*

FROM



BENELUX-MERKENBUREAU

BEWIJS VAN INSCHRIJVING

01 *Inschrijfingsnummer*
590301

Nummer en dagtekening (dag en uur) van het depot
867700 21.03.1996, 14.00

02 *Vervaldatum*
21.03.2006

03 *Naam van de deposant*
Eden Electronics Inc., Minnesota corporation, 310 1st Street, Montrose - MN 55363

04 *Adres (straat en nummer) van de deposant*
Axelsestraat 114

05 *Postcode, plaats en land van de deposant*
4537 AN Terneuzen,
Nederland.

06 *Naam en adres van de gemachtigde of vermelding van het correspondentie-adres van de deposant*
Inter-Mark-Consult BV
Herengracht 62
1015 BP Amsterdam
Nederland.

08 *Woordmerk*
EDEN

13 *Klasse-aanduiding en opgave van de waren en diensten*
Kl 9 Versterkers, luidsprekers en hun toebehoren (voor zover niet begrepen in andere klassen), speciaal vervaardigd voor het versterken van muziekinstrumenten en van de stem van vocalisten.
Kl 35 Zakelijke bemiddeling en advisering bij de aankoop, het verhandelen en het leveren van de in klasse 9 genoemde produkten.
Kl 37 Bouw, reparatie, herstel, instandhouding en onderhoud van de in klasse 9 genoemde produkten.

14 *Klasse-opvoering (00 = tot en met)*
09 35 37

Publicatiedatum van de inschrijving
01/1997

Kenmerken van de deposant of de gemachtigde
VB 7148-1 Bet/96.12827

Den Haag, 06/01/1997

FROM

(TUE) 11 5 2002 12:08/ST.12:05/NO.9100000000

Certificate of Registration
of Trademark
EDEN
in France, Germany, Italy, Spain
and Switzerland

Amsterdam,

Subject:

Client:

D... ..

February 20, 1997
Certificate of Registration
Eden Electronics Inc.

FROM

TRADEMARK
REEL: 002863 FRAME: 0027

Nov 05 02 05:134 EDEN ELECTRONICS

INTER MARK CONSULT BV

trademark & design agents • copyright • licensing

MR VOLKERT J. TEDING VAN BERKHOUT • ALBERT A.H.W. LESTRADE • MR ANNELIES M. HART

Eden Electronics, Inc.
att. Mr. David Nordschow
310 1st Street
P.O. Box 338
Montrose, MN 55363
U.S.A.

Ref.: AH 7148-1 Int.
96.13373

Datum, February 20, 1997

Uw kenmerk :
Your ref. :
Ihr Zeichen :

Merk/Model
Trademark/Design
Warenzeichen/Muster

EDEN •

Land
Country
Land

France, Germany, Italy, Spain, Switzerland

Houder
Owner
Inhaber

Eden Electronics, a Minnesota Corporation

Inschrijvingsnummer
Registration number
Eintragungsnummer

666 278

Inschrijvingsdatum
Registration date
Eintragungsdatum

September 20, 1996

Vernieuwingsdatum
Renewal date
Erneuerungsdatum

September 20, 2006

Bijgaand zenden wij u het inschrijvings-/vernieuwingsbewijs van bovengenoemde inschrijving.
Wij zullen u tijdig aan vernieuwing herinneren.

We herewith send you the registration/renewal certificate of the above mentioned registration.
You will be reminded of renewal in due course.

In der Anlage übersenden wir Ihnen den Eintragungs-/Erneuerungsbeleg obiger Eintragung.

FROM

TRADEMARK
REEL: 002863 FRAME: 0028

EXHIBITS C, D, E

Have been redacted for confidentiality purposes.