

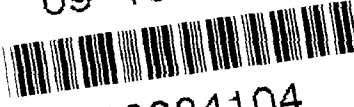
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09-19-2005

9/13/05

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

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103084104

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): E.M. Winston Band Instruments Co of Boston Inc
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other (Massachusetts)
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Citizens Bank of Massachusetts
Internal Address:
Street Address: 28 State Street
City: Boston State: MA Zip: 02109
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Massachusetts banking corp.
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: 03/15/2005

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 1046423
B. Trademark Registration No.(s) TMA593028
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Louis J. DiFronzo, Jr., Esquire
Internal Address:
Street Address: Seyfarth Shaw LLP Two Seaport Lane, Suite 300
City: Boston State: MA Zip: 02210

6. Total number of applications and registrations involved: 14
7. Total fee (37 CFR 3.41): \$ 340.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature
Louis J. DiFronzo, Jr., Esquire
Name of Person Signing
Signature
Date 03/15/2005
Total number of pages including cover sheet, attachments, and document: 23

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

TRADEMARK REEL: 003224 FRAME: 0655

**Recordation Form Cover Sheet  
TRADEMARKS ONLY**

**(Continuation Sheet)**

Continuation of No. 4 (Application Number(s) or Registration Number(s), etc.)

| <b><u>Trademark Application No.</u></b> | <b><u>Trademark Registration No.</u></b> | <b><u>Identification/Description</u></b>           |
|---|--|--|
| 1046424                                 | TMA593138                                | 0004808; use; Winston                              |
| 2000062744                              | 1,703,862                                | 0004809; use; E.M. Winston                         |
| 2000062743                              | 1,652,607                                | 0004810; use; E.M. Winston                         |
| 1566512                                 | 1566512                                  | 0003517; use; E.M. Winston                         |
| 89019124                                | 1023139                                  | 004812; use; E.M. Winston                          |
| 89019125                                | 157549                                   | 0004813; use; E.M. Winston                         |
| 87032980                                | 873,591                                  | 0004811; use; E.M. Winston<br>(Chinese characters) |
| 75/910,705                              | 2,535,580                                | 0003516; use; E.M. Winston                         |
| 75/910,706                              | 2,412,635                                | 0004805; use; Gill                                 |
| 76/624,083                              | Awaiting FR                              | 0004926; use; Jamlin                               |
| 76/623,141                              | Awaiting OA1                             | 0004922; use; Keynote                              |
| 76/302,578                              | 2,668,417                                | 0003514; use; Rayburn<br>Musical Instrument Co.    |
| 75/910,707                              | 2,526,729                                | 0004806; use; Winston                              |
| 75/910,707                              | 2,526,729                                | 0003515; use; Winston                              |

**TRADEMARK GRANT OF SECURITY INTEREST**

This Agreement is dated the 15<sup>th</sup> day of March, 2005, between **E.M. Winston Band Instruments Co. of Boston, Inc.**, a New York corporation, with its chief executive office and principal place of business located at 3323 Merritt Avenue, Bronx, New York 10475 (“Grantor”), and Citizens Bank of Massachusetts, a Massachusetts banking corporation with its principal office at 28 State Street, Boston, Massachusetts 02109 (“Secured Party”).

**RECITALS**

A. Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 attached hereto and made a part hereof;

B. Grantor and Secured Party are parties to a certain Credit Agreement dated March 15, 2005 and all ancillary documents entered into in connection with such Credit Agreement, all as may be amended from time to time (hereinafter referred to collectively as the “Loan Agreement”);

C. Pursuant to the terms of the Loan Agreement Grantor has granted to Secured Party a security interest in all of the tangible and intangible property of Grantor, including all right, title and interest of Grantor in, to and under all of the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (collectively, the “Trademarks”): (a) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof and (c) all proceeds thereof.

D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Secured Obligations, Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of Grantor’s right, title and interest in and to the Trademarks and proceeds thereof, including without limitation the trademarks and trademark application listed on Schedule 1 hereto (as the

same may be amended pursuant hereto from time to time), including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and the goodwill of the business to which each of the Trademarks relates (all of the foregoing are collectively called the "Trademark Collateral"). Secured Party is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the Loan Documents.

2. Grantor represents, warrants and covenants that:

(a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons, except for Permitted Liens;

(b) The Trademark Collateral is subsisting and no part of the Trademark Collateral has been adjudged invalid or unenforceable;

(c) To the best of Grantor's knowledge, all of the Trademark Collateral is valid and enforceable;

(d) No claim has been made that the use of any of the Trademark Collateral does or may violate the rights of any third person;

(e) Grantor has the unqualified right to enter into this Agreement and perform its terms;

(f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral, unless Grantor determines that such Trademark Collateral is no longer useful in Grantor's business and discontinuance of such Trademark Collateral is in the best interests of Grantor; and

(g) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of products sold under the Trademarks.

3. Grantor agrees that, until all of the Secured Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, it will not enter into any agreement relating to Grantor's Trademarks (for example, a license agreement) which is inconsistent with Grantor's obligations under this Agreement, without Secured Party's prior written consent; provided, that to the extent not inconsistent with the Loan Agreement, so long as no Event of Default exists, without the consent of Secured Party, Grantor may (i) grant licenses to third parties to use the Trademarks in the ordinary course of business of both Grantor and such third party on arm's length and customary business terms, and (ii) receive any proceeds or royalties in connection therewith.

4. If, before the Secured Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, Grantor shall obtain rights to any new Trademarks or any rights that would come within the definition of Trademark Collateral had such rights existed on the date hereof, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give Secured Party prompt written notice thereof. Failure to provide such notice shall constitute a material breach of this Agreement.

5. Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks, Trademark applications or other rights described in paragraphs 1 and 4 hereof.

6. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement or the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Grantor. Notice of any sale or other disposition of the Trademarks shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party or its Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released.

7. Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer of Secured Party as Secured Party may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power, during the existence of an Event of Default, to endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to any third person, or necessary or desirable for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Secured Obligations following an Event of Default. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.

8. If Grantor fails to comply with any of its obligations hereunder, Secured Party may do so in Grantor's name or in Secured Party's name, but at Grantor's expense, and

Grantor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademark Collateral.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Grantor on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the Default Rate.

10. Grantor shall have the duty to prosecute diligently any material Trademark applications pending as of the date of this Agreement or thereafter until the Secured Obligations (other than inchoate indemnity obligations) shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademark Collateral. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. The Grantor shall not abandon any material Trademark Collateral without the consent of Secured Party, which consent shall not be unreasonably withheld.

11. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Grantor and Secured Party acknowledge and understand that neither Secured Party nor Grantor may sell, assign and/or transfer all or part of its interests, rights or obligations hereunder to any person or entity (a "Transferee") without the prior written consent of the other party. After any such assignment is made pursuant thereto, the term "Secured Party" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be

vested with all rights, powers and remedies of Secured Party hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Secured Party shall retain all rights, powers and remedies hereby given. No such assignment by Secured Party shall relieve Grantor of any of its obligations hereunder.

15. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 5.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Massachusetts, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the Uniform Commercial Code govern any aspect of this Agreement, the Uniform Commercial Code as the same is, from time to time, in effect in the Commonwealth of Massachusetts shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest granted on the Trademark Collateral is required to be governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the Commonwealth of Massachusetts, then such jurisdiction's Uniform Commercial Code, as in effect, from time to time, shall govern only to the extent required by applicable law.

17. All judicial proceedings arising in or under or related to this Agreement may be brought in any state or federal court of competent jurisdiction located in the Commonwealth of Massachusetts. By execution and delivery of this Agreement, each party hereto generally and unconditionally: (a) consents to personal jurisdiction in the Commonwealth of Massachusetts; (b) waives any objection as to jurisdiction or venue in the Commonwealth of Massachusetts; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in the Loan Agreement. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of either party to bring proceedings in the courts of any other jurisdiction.

<The remainder of this page is intentionally left blank.>

WITNESS the execution hereof under seal as of the day and year first above written.

E.M. Winston Band Instruments of Boston, Inc.

By: Rona Ginott

Name: Rona Ginott

Title: Chairman

Citizens Bank of Massachusetts

By: Patrick T. Walsh

Name: Patrick T. Walsh

Title: Vice President



**SCHEDULE 1  
TO  
TRADEMARK GRANT OF SECURITY INTEREST**

A. TRADEMARK AND TRADEMARK APPLICATIONS:

| <u>Application or Trademark No.</u> | <u>Issue or Filing Date</u> | <u>Expiration Date</u> | <u>Time</u> |
|-------------------------------------|-----------------------------|------------------------|-------------|
|-------------------------------------|-----------------------------|------------------------|-------------|

Thursday, February 24, 2005

Client Status Report

Page: 1

Client: 0022516-0001

Kayburn Medical Instruments Co

| Trademark Name | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s)       | Due Date(s)                |
|----------------|-----------------------|----------------------------|-----------------------------|-------------|----------------------|----------------------------|
| E.M. WINSTON   | 0004807<br>Registered | 1046423<br>08-Feb-2000     | TMA593028<br>24-Oct-2003    | MJH<br>LWR  | Use<br>First Renewal | 24-Oct-2006<br>24-Oct-2018 |

Canada

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN  
 TO PLACE IN OUR DOCKET. THESE MARKS WERE  
 TRANSFERRED TO HAGAN FROM FULBRIGHT &  
 JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-  
 REGISTRATION DEADLINES ARISE\*\*

\*\*THE CANADIAN ASSOCIATE IS FRASER MILLNER  
 CASGRAIN L.P.\*\*

Thursday, February 24, 2005

Client Status Report

Page: 2

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|----------------|-------------|-------------------------|--------------------------|-------------|----------------|-------------|
| WINSTON        | 0004808     | 1046424                 | TMA593138                | MDH         | Use            | 27-Oct-2006 |
|                | Registered  | 08-Feb-2000             | 27-Oct-2003              | LWR         | First Renewal  | 27-Oct-2018 |

Canada

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULLBRIGHT & JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*

\*\*\*CANADIAN ASSOCIATE IS FRASER MILLNER CASGRAIN L.L.P.\*\*\*

Thursday, February 24, 2005

Client Status Report

Page: 3

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|----------------|-----------------------|----------------------------|-----------------------------|-------------|----------------|-------------|
| E.M. WINSTON   | 0004809<br>Registered | 2000062744<br>11-May-2000  | 1,703,862<br>21-Jan-2002    | MJH<br>LWR  | First Renewal  | 20-Jan-2012 |

China (Peoples Republic)

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN  
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 JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-  
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\*\*CHINESE ASSOCIATE IS ROUSE & CO.  
 INTERNATIONAL\*\*

Thursday, February 24, 2005

Client Status Report

Page: 4

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name           | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s)   | Due Date(s)   |
|--------------------------|-----------------------|----------------------------|-----------------------------|-------------|--|---|
| E.M. WINSTON             | 0004810<br>Registered | 2000062743<br>11-May-2000  | 1,652,607<br>21-Oct-2001    | MJH<br>LWR  | 1 Year to Renew<br>6 Months to Renew<br>3 Months to Renew<br>1 Month to Renew<br>First Renewal | 20-Oct-2010<br>20-Apr-2011<br>20-Jul-2011<br>20-Sep-2011<br>20-Oct-2011 |
| China (Peoples Republic) |                       |                            |                             |             |  |   |

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN  
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 JAWORSKI

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 REGISTRATION DEADLINES ARISE\*\*

\*\*\*CHINESE ASSOCIATE IS ROUSE & CO.  
 INTERNATIONAL\*\*\*

10/19/04 - Sent correspondence regarding use to M. Hagan

Thursday, February 24, 2005

### Client Status Report

Page: 5

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s)       | Due Date(s)                |
|----------------|-----------------------|----------------------------|-----------------------------|-------------|----------------------|----------------------------|
| E.M. WINSTON   | 0003517<br>Registered | 1566512<br>21-Mar-2000     | 1566512<br>12-Apr-2002      | MJH         | Use<br>First Renewal | 12-Apr-2007<br>21-Mar-2010 |

European Community

Classes: 15 & 35

Goods: Musical instruments; parts and fittings for the aforesaid goods; and

Business services, namely, selling musical instruments.

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*

Thursday, February 24, 2005

Client Status Report

Page: 6

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s)              | Due Date(s)                |
|----------------|-----------------------|----------------------------|-----------------------------|-------------|-----------------------------|----------------------------|
| E.M. WINSTON   | 0004812<br>Registered | 89019124<br>10-Apr-2000    | 1023139<br>16-Nov-2002      | MJH         | First Renewal<br>Aff of Use | 31-Oct-2009<br>16-Nov-2012 |
| Taiwan         |                       |                            |                             |             |                             |                            |

Remarks: \*\*Registration date adjusted to expire same date as associated mark\*\*

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\*\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*\*

\*\*\*\*TAIWANESE ASSOCIATE IS LBE & Lf\*\*\*\*

Thursday, February 24, 2005

Client Status Report

Page: 7

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number | Status     | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|----------------|-------------|------------|-------------------------|--------------------------|-------------|----------------|-------------|
| E.M. WINSTON   | 0004813     | Registered | 89019125<br>10-Apr-2000 | 157549<br>01-Feb-2002    | MJH         | First Renewal  | 31-Jan-2012 |
| Taiwan         |             |            |                         |                          | LWR         | Att of Use     | 01-Feb-2012 |

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*

\*\*\*TAIWANESE ASSOCIATEIS LEE & LI\*\*\*



Thursday, February 24, 2005

Client Status Report

Page: 8

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name                              | Case Number           | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|---|-----------------------|-------------------------|--------------------------|-------------|----------------|-------------|
| E.M. WINSTON (Chinese Characters)<br>Taiwan | 0004811<br>Registered | 87032980<br>07-Jul-1998 | 873,591<br>31-Oct-1999   | MJH<br>LWR  | First Renewal  | 31-Oct-2009 |

Remarks: \*\*Chinese Characters pronounced WEN-SHI-TONN\*\*

RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

\*\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*\*

\*\*\*TAIWANESE ASSOCIATE IS LEE & LI\*\*\*

Thursday, February 24, 2005

### Client Status Report

Page: 9

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number | Status | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|----------------|-------------|--------|-------------------------|--------------------------|-------------|----------------|-------------|
|----------------|-------------|--------|-------------------------|--------------------------|-------------|----------------|-------------|

|              |         |            |                           |                          |            |  |                            |
|--------------|---------|------------|---------------------------|--------------------------|------------|--|----------------------------|
| E.M. WINSTON | 0003516 | Registered | 75/910,705<br>04-Feb-2000 | 2,535,580<br>05-Feb-2002 | MTH<br>LWR | Aff of Use - 5 Year<br>Aff of Use - 6 Year | 05-Feb-2007<br>05-Feb-2008 |
|--------------|---------|------------|---------------------------|--------------------------|------------|--|----------------------------|

United States of America

Classes: 15 & 35

Aff of Use - Grace Period      05-Aug-2008  
First Renewal Reminder      05-Feb-2011  
First Renewal      05-Feb-2012  
First Renewal - Grace Period      05-Aug-2012

Goods: Musical instruments, namely woodwinds, brass and stringed instruments used in a band, excepting guitars; and

Wholesale distributorship of musical instruments to retailers.

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*

Thursday, February 24, 2005

Client Status Report

Page: 10

Client: 0022516-0001 Raybourn Musical Instruments Co

| Trademark Name | Case Number | Status     | Application Number/Date   | Registration Number/Date | Attorney(s) | Next Action(s)   | Due Date(s)  |
|----------------|-------------|------------|---------------------------|--------------------------|-------------|--|--|
| GILL           | 0004805     | Registered | 75/910,706<br>04-Feb-2000 | 2412,635<br>12-Dec-2000  | MJH<br>LWR  | Aff of Use - 5 Year<br>Aff of Use - 6 Year<br>Aff of Use - Grace Period<br>First Renewal Reminder<br>First Renewal<br>First Renewal - Grace Period | 12-Dec-2005<br>12-Dec-2006<br>12-Jun-2007<br>12-Dec-2009<br>12-Dec-2010<br>12-Jun-2011 |

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN  
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 JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-  
 REGISTRATION DEADLINES ARISE\*\*

|                          |         |          |                           |            |   |                            |
|--------------------------|---------|----------|---------------------------|------------|---|----------------------------|
| JAMLIN                   | 0004926 | Await FR | 76/624,083<br>13-Dec-2004 | PTC<br>LWR | Notify Client/ FF<br>Filing Receipt       | 13-Mar-2005<br>13-Mar-2005 |
| United States of America |         |          |                           |            | OA status check<br>FF Priority Ends       | 13-Apr-2005<br>13-Jun-2005 |
|                          |         |          |                           |            | Classes: 15<br>Goods: Musical instruments |                            |

|                          |         |           |                           |     |   |                            |
|--------------------------|---------|-----------|---------------------------|-----|---|----------------------------|
| KEYNOTE                  | 0004922 | 2wait(OA) | 76/623,141<br>03-Dec-2004 | LWR | Notify Client/ FF<br>OA status check      | 03-Mar-2005<br>03-Apr-2005 |
| United States of America |         |           |                           |     | FF Priority Ends                          | 03-Jun-2005                |
|                          |         |           |                           |     | Classes: 15<br>Goods: Musical instruments |                            |

Thursday, February 24, 2005

### Client Status Report

Page: 11

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|----------------|-------------|-------------------------|--------------------------|-------------|----------------|-------------|
|----------------|-------------|-------------------------|--------------------------|-------------|----------------|-------------|

|  |                       |                           |                          |            |   |   |
|--|-----------------------|---------------------------|--------------------------|------------|---|---|
| RAYBURN MUSICAL INSTRUMENT CO.<br>United States of America | 0003514<br>Registered | 76/302,578<br>20-Aug-2001 | 2,668,417<br>31-Dec-2002 | MJH<br>LWR | Use<br>Aft of Use - 5 Year<br>Aft of Use - 6 Year | 31-Dec-2005<br>31-Dec-2007<br>31-Dec-2008 |
|--|-----------------------|---------------------------|--------------------------|------------|---|---|

Classes: 35

Aft of Use - Grace Period 30-Jun-2009  
 First Renewal Reminder 31-Dec-2011  
 First Renewal 31-Dec-2012  
 First Renewal - Grace Period 30-Jun-2013

Goods: Retail store and mail order catalog services featuring musical instruments

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*

First Use: 01-00-1991, in Commerce 01-00-1991

Thursday, February 24, 2005

### Client Status Report

Page: 12

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s)   | Due Date(s)  |
|----------------|-----------------------|----------------------------|-----------------------------|-------------|--|--|
| WINSTON        | 0004806<br>Registered | 75/910,707<br>04-Feb-2000  | 2,526,729<br>08-Jan-2002    | MJH<br>LWR  | Aff of Use - 5 Year<br>Aff of Use - 6 Year<br>Aff of Use - Grace Period<br>First Renewal Reminder<br>First Renewal<br>First Renewal - Grace Period | 08-Jan-2007<br>08-Jan-2008<br>08-Jul-2008<br>08-Jan-2011<br>08-Jan-2012<br>08-Jul-2012 |

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN  
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JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST.  
REGISTRATION DEADLINES ARISE\*\*

Thursday, February 24, 2005

### Client Status Report

Page: 13

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name           | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s)   | Due Date(s)  |
|--------------------------|-----------------------|----------------------------|-----------------------------|-------------|--|--|
| WINSTON                  | 0003515<br>Registered | 73/910,707<br>04-Feb-2000  | 2,526,729<br>08-Jan-2002    | M/H<br>LWR  | Aff of Use - 5 Year<br>Aff of Use - 6 Year<br>Aff of Use - Grace Period<br>First Renewal Reminder<br>First Renewal<br>First Renewal - Grace Period | 08-Jan-2007<br>08-Jan-2008<br>08-Jul-2008<br>08-Jan-2011<br>08-Jan-2012<br>08-Jul-2012 |
| United States of America |                       |                            |                             |             | Classes: 35  |  |

Goods: Wholesale distributorship of musical instruments to retailers

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

**\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\***

First Use: 0-0-1980, in Commerce 0-0-1980

03-23-2005

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Form PTO-1594 (Rev. 07-01-03)  
OMB Collection 06c-010-0010

Exp. 6/30/2005

RECORD  
TRA



102964531

the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

conveying party(ies):

- Individual(s)
- General Partnership
- Corporation- State: Massachusetts
- Other

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

- Execution Date(s) March 15, 2005
- Assignment
  - Security Agreement
  - Other
  - Merger
  - Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Citizens Bank of Massachusetts  
 Internal Address: \_\_\_\_\_  
 Street Address: 28 State Street  
 City: Boston  
 State: MA  
 Country: USA Zip: 02109

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship (banking corporation)
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
1046423

B. Trademark Registration No.(s)  
TMAS93028

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
Case No. 0004807; use; E.M. Winston

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

Name: Louis J. DiFronzo, Jr., Esquire  
 Internal Address: \_\_\_\_\_  
 Street Address: Seyfarth Shaw LLP  
Two Seaport Lane, Suite 300  
 City: Boston  
 State: MA Zip: 02210  
 Phone Number: 617-946-4800  
 Fax Number: 617-946-4801  
 Email Address: ldifronzo@seyfarth.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$340.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

9. Signature:

Signature

March 15, 2005

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 22

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/22/2005 ECOOPER 00000253 1046423

01 FC:8521  
02 FC:8522

46.00 DP  
300.00 DP

Name of Person Signing

Date

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Total number of pages including cover sheet, attachments, and document: 22

TRADEMARK  
REEL: 003224 FRAME: 0677

**TRADEMARK GRANT OF SECURITY INTEREST**

This Agreement is dated the 15<sup>th</sup> day of March, 2005, between **E.M. Winston Band Instruments Co. of Boston, Inc.**, a New York corporation, with its chief executive office and principal place of business located at 3323 Merritt Avenue, Bronx, New York 10475 ("Grantor"), and Citizens Bank of Massachusetts, a Massachusetts banking corporation with its principal office at 28 State Street, Boston, Massachusetts 02109 ("Secured Party").

**RECITALS**

A. Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 attached hereto and made a part hereof;

B. Grantor and Secured Party are parties to a certain Credit Agreement dated March 15, 2005 and all ancillary documents entered into in connection with such Credit Agreement, all as may be amended from time to time (hereinafter referred to collectively as the "Loan Agreement");

C. Pursuant to the terms of the Loan Agreement Grantor has granted to Secured Party a security interest in all of the tangible and intangible property of Grantor, including all right, title and interest of Grantor in, to and under all of the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (a) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof and (c) all proceeds thereof.

D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Secured Obligations, Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of Grantor's right, title and interest in and to the Trademarks and proceeds thereof, including without limitation the trademarks and trademark application listed on Schedule 1 hereto (as the



same may be amended pursuant hereto from time to time), including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and the goodwill of the business to which each of the Trademarks relates (all of the foregoing are collectively called the "Trademark Collateral"). Secured Party is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the Loan Documents.

2. Grantor represents, warrants and covenants that:

(a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons, except for Permitted Liens;

(b) The Trademark Collateral is subsisting and no part of the Trademark Collateral has been adjudged invalid or unenforceable;

(c) To the best of Grantor's knowledge, all of the Trademark Collateral is valid and enforceable;

(d) No claim has been made that the use of any of the Trademark Collateral does or may violate the rights of any third person;

(e) Grantor has the unqualified right to enter into this Agreement and perform its terms;

(f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral, unless Grantor determines that such Trademark Collateral is no longer useful in Grantor's business and discontinuance of such Trademark Collateral is in the best interests of Grantor; and

(g) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of products sold under the Trademarks.

3. Grantor agrees that, until all of the Secured Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, it will not enter into any agreement relating to Grantor's Trademarks (for example, a license agreement) which is inconsistent with Grantor's obligations under this Agreement, without Secured Party's prior written consent; provided, that to the extent not inconsistent with the Loan Agreement, so long as no Event of Default exists, without the consent of Secured Party, Grantor may (i) grant licenses to third parties to use the Trademarks in the ordinary course of business of both Grantor and such third party on arm's length and customary business terms, and (ii) receive any proceeds or royalties in connection therewith.

4. If, before the Secured Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, Grantor shall obtain rights to any new Trademarks or any rights that would come within the definition of Trademark Collateral had such rights existed on the date hereof, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give Secured Party prompt written notice thereof. Failure to provide such notice shall constitute a material breach of this Agreement.

5. Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks, Trademark applications or other rights described in paragraphs 1 and 4 hereof.

6. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement or the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Grantor. Notice of any sale or other disposition of the Trademarks shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party or its Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released.

7. Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer of Secured Party as Secured Party may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power, during the existence of an Event of Default, to endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to any third person, or necessary or desirable for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Secured Obligations following an Event of Default. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.

8. If Grantor fails to comply with any of its obligations hereunder, Secured Party may do so in Grantor's name or in Secured Party's name, but at Grantor's expense, and

Grantor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademark Collateral.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Grantor on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the Default Rate.

10. Grantor shall have the duty to prosecute diligently any material Trademark applications pending as of the date of this Agreement or thereafter until the Secured Obligations (other than inchoate indemnity obligations) shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademark Collateral. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. The Grantor shall not abandon any material Trademark Collateral without the consent of Secured Party, which consent shall not be unreasonably withheld.

11. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Grantor and Secured Party acknowledge and understand that neither Secured Party nor Grantor may sell, assign and/or transfer all or part of its interests, rights or obligations hereunder to any person or entity (a "Transferee") without the prior written consent of the other party. After any such assignment is made pursuant thereto, the term "Secured Party" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be

vested with all rights, powers and remedies of Secured Party hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Secured Party shall retain all rights, powers and remedies hereby given. No such assignment by Secured Party shall relieve Grantor of any of its obligations hereunder.

15. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 5.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Massachusetts, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the Uniform Commercial Code govern any aspect of this Agreement, the Uniform Commercial Code as the same is, from time to time, in effect in the Commonwealth of Massachusetts shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest granted on the Trademark Collateral is required to be governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the Commonwealth of Massachusetts, then such jurisdiction's Uniform Commercial Code, as in effect, from time to time, shall govern only to the extent required by applicable law.

17. All judicial proceedings arising in or under or related to this Agreement may be brought in any state or federal court of competent jurisdiction located in the Commonwealth of Massachusetts. By execution and delivery of this Agreement, each party hereto generally and unconditionally: (a) consents to personal jurisdiction in the Commonwealth of Massachusetts; (b) waives any objection as to jurisdiction or venue in the Commonwealth of Massachusetts; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in the Loan Agreement. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of either party to bring proceedings in the courts of any other jurisdiction.

<The remainder of this page is intentionally left blank.>

WITNESS the execution hereof under seal as of the day and year first above written.

E.M. Winston Band Instruments of Boston, Inc.

By: Rona Ginott

Name: Rona Ginott

Title: Chairman

Citizens Bank of Massachusetts

By: Patrick T. Walsh

Name: Patrick T. Walsh

Title: Vice President

**SCHEDULE 1  
TO  
TRADEMARK GRANT OF SECURITY INTEREST**

A. TRADEMARK AND TRADEMARK APPLICATIONS:

| <u>Application or Trademark No.</u> | <u>Issue or Filing Date</u> | <u>Expiration Date</u> | <u>Time</u> |
|-------------------------------------|-----------------------------|------------------------|-------------|
|-------------------------------------|-----------------------------|------------------------|-------------|

Thursday, February 24, 2005

Client Status Report

Page: 1

Client: 0022516-0001

Rayburn Medical Instruments Co

| Trademark Name                | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s)       | Due Date(s)                |
|-------------------------------|-----------------------|----------------------------|-----------------------------|-------------|----------------------|----------------------------|
| <u>E.M. WINSTON</u><br>Canada | 0004807<br>Registered | 1046423<br>08-Feb-2000     | TMA593028<br>24-Oct-2003    | MJH<br>LWR  | Use<br>First Renewal | 24-Oct-2006<br>24-Oct-2018 |

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*

\*\*\*THE CANADIAN ASSOCIATE IS FRASER MITNER CASGRAIN L.L.P.\*\*\*

Thursday, February 24, 2005

### Client Status Report

Page: 2

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s)       | Due Date(s)                |
|----------------|-----------------------|----------------------------|-----------------------------|-------------|----------------------|----------------------------|
| WINSTON        | 0004808<br>Registered | 1046424<br>08-Feb-2000     | TMAS93138<br>27-Oct-2003    | MJH<br>LWR  | Use<br>First Renewal | 27-Oct-2006<br>27-Oct-2018 |
| Canada         |                       |                            |                             |             |                      |                            |

**Remarks:** RECEIVED THESE MARKS FROM MICHAEL HAGAN  
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 JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-  
 REGISTRATION DEADLINES ARISE\*\*

\*\*CANADIAN ASSOCIATE IS FRASER MILNER  
 CASGRAN L.L.P.\*\*



Thursday, February 24, 2005

### Client Status Report

Page: 3

Client: 0022516-0001 Rayburn Medical Instruments Co

| Trademark Name           | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|--------------------------|-----------------------|----------------------------|-----------------------------|-------------|----------------|-------------|
| E.M. WINSTON             | 0004809<br>Registered | 2000062744<br>11-May-2000  | 1,703,862<br>21-Jan-2002    | MJH<br>LWR  | First Renewal  | 20-Jan-2012 |
| China (Peoples Republic) |                       |                            |                             |             |                |             |

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN  
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JAWORSKI

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\*\*\*CHINESE ASSOCIATE IS ROUSE & CO.  
INTERNATIONAL\*\*\*

Thursday, February 24, 2005

### Client Status Report

Page: 4

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name           | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s)                        | Due Date(s)                |
|--------------------------|-----------------------|----------------------------|-----------------------------|-------------|---------------------------------------|----------------------------|
| E.M. WINSTON             | 0004810<br>Registered | 2000062743<br>11-May-2000  | 1,652,607<br>21-Oct-2001    | MJH         | 1 Year to Renew<br>6 Months to Renew  | 20-Oct-2010<br>20-Apr-2011 |
| China (Peoples Republic) |                       |                            |                             | LWR         | 3 Months to Renew<br>1 Month to Renew | 20-Jul-2011<br>20-Sep-2011 |
|                          |                       |                            |                             |             | First Renewal                         | 20-Oct-2011                |

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN  
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JAWORSKI

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REGISTRATION DEADLINES ARISE\*\*

\*\*\*CHINESE ASSOCIATE IS ROUSE & CO.  
INTERNATIONAL\*\*\*

10/19/04 - Sent correspondence regarding use to M. Hagan

Thursday, February 24, 2005

Client Status Report

Page: 5

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name     | Case Number | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|--------------------|-------------|-------------------------|--------------------------|-------------|----------------|-------------|
| E.M. WINSTON       | 0003517     | 1566512                 | 1566512                  | MJH         | Use            | 12-Apr-2007 |
| European Community | Registered  | 21-Mar-2000             | 12-Apr-2002              | LWR         | First Renewal  | 21-Mar-2010 |

Classes: 15 & 35

Goods: Musical instruments; parts and fittings for the aforesaid goods; and

Business services, namely, selling musical instruments.

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*

Thursday, February 24, 2005

### Client Status Report

Page: 6

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name         | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s)              | Due Date(s)                |
|------------------------|-----------------------|----------------------------|-----------------------------|-------------|-----------------------------|----------------------------|
| E.M. WINSTON<br>Taiwan | 0004812<br>Registered | 89019124<br>10-Apr-2000    | 1023139<br>16-Nov-2002      | MSH<br>LWR  | First Renewal<br>Aff of Use | 31-Oct-2009<br>16-Nov-2012 |

Remarks: \*\*Registration date adjusted to expire same date as associated mark\*\*

RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

\*\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*\*

\*\*\*\*TAIWANESE ASSOCIATE IS LEE & LI\*\*\*\*

Thursday, February 24, 2005

### Client Status Report

Page: 7

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number | Status     | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s)              | Due Date(s)                |
|----------------|-------------|------------|-------------------------|--------------------------|-------------|-----------------------------|----------------------------|
| E.M. WINSTON   | 0004813     | Registered | 89019125<br>10-Apr-2000 | 157349<br>01-Feb-2002    | MJH<br>LWR  | First Renewal<br>Att of Use | 31-Jan-2012<br>01-Feb-2012 |
| Taiwan         |             |            |                         |                          |             |                             |                            |

**Remarks:** RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

**\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\***

**\*\*\*TAIWANESE ASSOCIATES LEE & LI\*\*\***

Thursday, February 24, 2005

### Client Status Report

Page: 8

Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name                              | Case Number | Status     | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|---|-------------|------------|-------------------------|--------------------------|-------------|----------------|-------------|
| E.M. WINSTON (Chinese Characters)<br>Taiwan | 0004811     | Registered | 87032980<br>07-Jul-1998 | 873,591<br>31-Oct-1999   | MJH<br>LWR  | First Renewal  | 31-Oct-2009 |

Remarks: \*\*Chinese Characters pronounced WEN-SHI-TONN\*\*

RECEIVED THESE MARKS FROM MICHAEL HAGAN  
TO PLACE IN OUR DOCKET. THESE MARKS WERE  
TRANSFERRED TO HAGAN FROM FULBRIGHT &  
JAWORSKI

\*\*\*CONTACT MICHAEL HAGAN WHEN POST-  
REGISTRATION DEADLINES ARISE\*\*\*

\*\*\*TAIWANESE ASSOCIATE IS LFB & Lj\*\*\*

Thursday, February 24, 2005

### Client Status Report

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Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number<br>Status | Application<br>Number/Date | Registration<br>Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|----------------|-----------------------|----------------------------|-----------------------------|-------------|----------------|-------------|
|----------------|-----------------------|----------------------------|-----------------------------|-------------|----------------|-------------|

|  |            |             |             |     |                           |             |
|--|------------|-------------|-------------|-----|---------------------------|-------------|
| E.M. WINSTON<br><br>United States of America | 0003516    | 75/910,705  | 2,535,580   | MJH | Aff of Use - 5 Year       | 05-Feb-2007 |
|  | Registered | 04-Feb-2000 | 05-Feb-2002 | LWR | Aff of Use - 6 Year       | 05-Feb-2008 |
|  |            |             |             |     | Aff of Use - Grace Period | 05-Aug-2008 |
|  |            |             |             |     | First Renewal Reminder    | 05-Feb-2011 |
|  |            |             |             |     | First Renewal             | 05-Feb-2012 |

Classes: 15 & 35

Goods: Musical instruments, namely woodwinds, brass and stringed instruments used in a band, excepting guitars; and

First Renewal - Grace Period 05-Aug-2012

Wholesale distributorship of musical instruments to retailers.

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*

Thursday, February 24, 2005

Client Status Report

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Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|----------------|-------------|-------------------------|--------------------------|-------------|----------------|-------------|
|----------------|-------------|-------------------------|--------------------------|-------------|----------------|-------------|

|      |            |             |             |     |                              |             |
|------|------------|-------------|-------------|-----|------------------------------|-------------|
| GILL | 0004805    | 75/910,706  | 2,412,635   | M/H | Aff of Use - 5 Year          | 12-Dec-2005 |
|      | Registered | 04-Feb-2000 | 12-Dec-2000 | LWR | Aff of Use - 6 Year          | 12-Dec-2006 |
|      |            |             |             |     | Aff of Use - Grace Period    | 12-Jun-2007 |
|      |            |             |             |     | First Renewal Reminder       | 12-Dec-2009 |
|      |            |             |             |     | First Renewal                | 12-Dec-2010 |
|      |            |             |             |     | First Renewal - Grace Period | 12-Jun-2011 |

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*

|        |          |             |  |     |                   |             |
|--------|----------|-------------|--|-----|-------------------|-------------|
| JAMLIN | 0004926  | 76/624,083  |  | PTC | Notify Client/ FF | 13-Mar-2005 |
|        | Await FR | 13-Dec-2004 |  | LWR | Filing Receipt    | 13-Mar-2005 |
|        |          |             |  |     | OA status check   | 13-Apr-2005 |
|        |          |             |  |     | FF Priority Ends  | 13-Jun-2005 |

Classes: 15  
Goods: Musical instruments

|         |          |             |  |     |                   |             |
|---------|----------|-------------|--|-----|-------------------|-------------|
| KEYNOTE | 0004922  | 76/623,141  |  | LWR | Notify Client/ FF | 03-Mar-2005 |
|         | awaitOA1 | 03-Dec-2004 |  |     | OA status check   | 03-Apr-2005 |
|         |          |             |  |     | FF Priority Ends  | 03-Jun-2005 |

Classes: 15  
Goods: Musical instruments



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Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|----------------|-------------|-------------------------|--------------------------|-------------|----------------|-------------|
|----------------|-------------|-------------------------|--------------------------|-------------|----------------|-------------|

|                                |            |             |             |     |                     |             |
|--------------------------------|------------|-------------|-------------|-----|---------------------|-------------|
| RAYBURN MUSICAL INSTRUMENT CO. | 0003514    | 76302,578   | 2,668,417   | MJH | Use                 | 31-Dec-2005 |
|                                | Registered | 20-Aug-2001 | 31-Dec-2002 | LWR | Aff of Use - 5 Year | 31-Dec-2007 |

United States of America

Classes: 35

|                              |             |
|------------------------------|-------------|
| Aff of Use - 6 Year          | 31-Dec-2008 |
| Aff of Use - Grace Period    | 30-Jun-2009 |
| First Renewal Reminder       | 31-Dec-2011 |
| First Renewal                | 31-Dec-2012 |
| First Renewal - Grace Period | 30-Jun-2013 |

Goods: Retail store and mail order catalog services featuring musical instruments

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULLBRIGHT & JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*

First Use: 01-00-1991, in Commerce 01-00-1991

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Client Status Report

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Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name           | Case Number | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s)               | Due Date(s) |
|--------------------------|-------------|-------------------------|--------------------------|-------------|------------------------------|-------------|
| WINSTON                  | 0004806     | 75/910,707              | 2,526,729                | MDH         | Aff of Use - 5 Year          | 08-Jan-2007 |
| United States of America | Registered  | 04-Feb-2000             | 08-Jan-2002              | LWR         | Aff of Use - 6 Year          | 08-Jan-2008 |
|                          |             |                         |                          |             | Aff of Use - Grace Period    | 08-Jul-2008 |
|                          |             |                         |                          |             | First Renewal Reminder       | 08-Jan-2011 |
|                          |             |                         |                          |             | First Renewal                | 08-Jan-2012 |
|                          |             |                         |                          |             | First Renewal - Grace Period | 08-Jul-2012 |

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN  
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 TRANSFERRED TO HAGAN FROM FULBRIGHT &  
 JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST.  
 REGISTRATION DEADLINES ARISE\*\*

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Client Status Report

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Client: 0022516-0001 Rayburn Musical Instruments Co

| Trademark Name | Case Number | Application Number/Date | Registration Number/Date | Attorney(s) | Next Action(s) | Due Date(s) |
|----------------|-------------|-------------------------|--------------------------|-------------|----------------|-------------|
|----------------|-------------|-------------------------|--------------------------|-------------|----------------|-------------|

|                          |            |             |             |     |                     |             |
|--------------------------|------------|-------------|-------------|-----|---------------------|-------------|
| WINSTON                  | 0003515    | 75/910,707  | 2,526,729   | MJH | Aff of Use - 5 Year | 08-Jan-2007 |
| United States of America | Registered | 04-Feb-2000 | 08-Jan-2002 | LWR | Aff of Use - 6 Year | 08-Jan-2008 |

Classes: 35

- Aff of Use - Grace Period 08-Jul-2008
- First Renewal Reminder 08-Jan-2011
- First Renewal 08-Jan-2012
- First Renewal - Grace Period 08-Jul-2012

Goods: Wholesale distributorship of musical instruments to retailers

Remarks: RECEIVED THESE MARKS FROM MICHAEL HAGAN TO PLACE IN OUR DOCKET. THESE MARKS WERE TRANSFERRED TO HAGAN FROM FULBRIGHT & JAWORSKI

\*\*CONTACT MICHAEL HAGAN WHEN POST-REGISTRATION DEADLINES ARISE\*\*

First Use: 0-0-1980, in Commerce 0-0-1980