

Form PTO-1594 (Rev 07/05)
OMB Collection 0651-0027 (exp 6/30/2008)

U. S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

SB CAPITAL GROUP, LLC (Delaware)
EMCC, INC. (Delaware) a corporation (*)
TIGER CAPITAL GROUP, LLC (Massachusetts)
PALISADES COLLECTION, L.L.C. (Delaware)

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability companies-except where noted (*)
- Association
- Limited Partnership

Citizenship (see guidelines) as indicated above _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 15, 2006

- Assignment
- Security Agreement
- Other Bill of Sale
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BROOK MAYS JOINT VENTURE

Internal Address: _____

Address: _____

Street Address 33 Riverside Drive

City: Pembroke

State: MA

Country: USA Zip: 02359

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Ohio Joint Venture 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)

See attached SCHEDULE A

B. Trademark Registration No.(s)

See attached SCHEDULE A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached SCHEDULE A

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

Name: Kay Lyn Schwartz

Internal Address: Gardere Wynne Sewell LLP

Street Address: 1601 Elm Street

Suite 3000

City: Dallas

State: Texas Zip: 75201-4761

Phone Number: 214-999-4702

Fax Number: 214-999-3623

Email Address: kschwartz@gardere.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$415.00

- 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 07-0153

Authorized User Name Kay Lyn Schwartz

9. Signature:

Kay Lyn Schwartz
Signature

1-2-07
Date

Kay Lyn Schwartz
Name of Person Signing

Total number of pages including cover sheet, attachments, and document 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



SCHEDULE A
TRADEMARK APPLICATIONS/REGISTRATIONS

TRADEMARK	Filing Date	Serial No.	U.S. Reg. Date	U.S. Reg. No.	GOODS/SERVICES	STATUS
HEINRICH SCHONBACH	05-13-1992	74/275,053	7-13-1993	1,781,334	Stringed musical instruments	Registered
WENZEL ANTON	5-13-1992	74/275,052	7-20-1993	1,782,608	Stringed musical instruments	Registered
JACOB ERICH	5-13-1992	74/275,051	7-20-1993	1,782,607	Stringed musical instruments	Registered
FREDRICK SCHMIDT	5-13-1992	74/275,024	11-23-1993	1,806,011	Stringed musical instruments	Registered
S-SERIES	5-13-1992	74/275,054	2-28-1995	1,881,046	Musical instrument accessories; namely, reeds and violin strings; lubricants, namely, valve oil for musical instruments	Registered
YORK	10-17-2000	76/148,351	9-24-2002	2,626,212	Musical instruments	Registered
RIDENOUR	8-12-2002	76/439,374	9-28-2004	2,888,258	Clarinets and saxophones	Registered
PLAYONE	9-1-2004	76/610,107	n/a	n/a	Guitar accessory packs sold together as a kit comprised of guitar strings, guitar straps, guitar picks, microphone clips, guitar capos, cables for the transmission of sound, tuners for musical instrument, musical instrument stands, polish for musical instrument, peg winders, slides for musical instruments, microphones and mixer, headphones, microphone wind screen, care kits	Pending

TRADEMARK

REEL: 003454 FRAME: 0375

**SCHEDULE A
TRADEMARK APPLICATIONS/REGISTRATIONS**

TRADEMARK	Filing Date	Serial No.	U.S. Reg. Date	U.S. Reg. No.	GOODS/SERVICES	STATUS
	3-31-06	76/657577	n/a	n/a	Microphone clips, cables for the transmission of sound, tuners for musical instrument, musical instrument stands, polish for musical instrument, microphone wind screen and care kits	Pending
	3-31-06	76/657576	n/a	n/a	Guitar accessory packs sold together as a kit comprised of guitar strings, guitar straps, guitar picks, guitar capos, peg winders, slides for musical instruments, microphones and mixer, headphones	Pending

TRADEMARK

REEL: 003454 FRAME: 0376

**SCHEDULE A
TRADEMARK APPLICATIONS/REGISTRATIONS**

TRADEMARK	Filing Date	Serial No.	U.S. Reg. Date	U.S. Reg. No.	GOODS/SERVICES	STATUS
BROOK MAYS	7-14-1999	75/750,649	12-12-2000	2,412,077	<p>Retail store services in the field of musical instruments; dealerships in the field of musical instruments; retail store, mail order, phone order and catalog services, all featuring musical instruments, supplies and accessories therefor, sound equipment, sheet music, music recordings, music theory and educational materials, gift items relating to music, and other music-related merchandise; dissemination of classified advertising for others via a global computer network;</p> <p>repair and maintenance of musical instruments, sound equipment and accessories therefor</p> <p>providing music education lessons, classes, seminars, clinics, and workshops; rental of musical instruments, information services, namely, providing information concerning music education and musical instruments via a global computer network.</p>	Registered

TRADEMARK

REEL: 003454 FRAME: 0377

**SCHEDULE A
TRADEMARK APPLICATIONS/REGISTRATIONS**

TRADEMARK	Filing Date	Serial No.	U.S. Reg. Date	U.S. Reg. No.	GOODS/SERVICES	STATUS
SONATA	8-30-1999	75/813,420	2-5-2002	2,535,390	Guitars	Registered
<i>F. Schmidt</i>	2-15-2005	76/631,395	7-4-2006	3110989	Musical instruments	Registered
GUNTER MAIBACH	2-8-2005	76/630,659	2-28-2006	3,061,934	Musical instruments	Registered
<i>Karl Reiser</i>	2-9-2005	76/630,755	2-28-2006	3,061,935	Musical instruments	Registered
H. SCHOENBACH	2-23-2005	76/631,889	n/a	n/a	Pianos	Pending

CHINA

TRADEMARK	Filing Date	Serial No.	Registration Date	U.S. Reg. No.	GOODS/SERVICES	STATUS
RIDENOUR	1-24-2006	3446382	11-14-2004	3446382	Clarinets, saxophones	Registered

TRADEMARK

REEL: 003454 FRAME: 0378

DALLAS 1690042v1

BILL OF SALE

THIS BILL OF SALE is effective as of August 15, 2006, is between SB Capital Group, LLC, a Delaware limited liability company ("SBCG"), EMCC, Inc., Delaware corporation ("EMCC"), Tiger Capital Group, LLC, a Massachusetts limited liability company ("Tiger"), and Palisades Collection, LLC, a Delaware limited liability company ("Palisades" and collectively with SBCG, EMCC and Tiger, the "Assignor"), and Brook Mays Joint Venture, an Ohio joint venture ("Assignee"). Unless otherwise defined herein, terms used herein shall have the meanings specified in the Sale, Assumption and Assignment Agreement dated as of August 15, 2006, between Assignor and Assignee (the "Agreement").

Assignor, for value received and in connection with the Agreement, transfers, sells, assigns, conveys, grants, and delivers to Assignee and Assignee's successors and assigns free, clear and unencumbered title to the Transferred Assets as defined in the Agreement and all of Assignor's rights thereto effective as of 12:01 AM on August 15, 2006. The sale will be without recourse to Assignor and without warranty of any kind (including, without limitation, warranties pertaining to title, validity, collectibility, accuracy or sufficiency of information, and applicability of any statute of limitations), except as stated in the Agreement or herein.

This instrument shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

SB CAPITAL GROUP, LLC

EMCC, INC.

By: _____
Scott Bernstein, CEO

By: _____
Stacey Schacter, CEO

TIGER CAPITAL GROUP, LLC

PALISADES COLLECTION, L.L.C.

By: Stephen A. Goldberger
(Signature)

By: _____
(Signature)

Stephen A. Goldberger
(Print Name/Title)
Managing Member

(Print Name/Title)

BILL OF SALE

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This instrument shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

SB CAPITAL GROUP, LLC

EMCC, INC.

By: _____
Scott Bernstein, CEO

By: 
Stacey Schacter, CEO

TIGER CAPITAL GROUP, LLC

PALISADES COLLECTION, L.L.C.

By: _____
(Signature)

(Print Name/Title)

By: _____
(Signature)

(Print Name/Title)

TRADEMARK

REEL: 003454 FRAME: 0380

BILL OF SALE

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SB CAPITAL GROUP, LLC

EMCC, INC.

By: 
Scott Bernstein, CEO

By: _____
Stacey Schacter, CEO

TIGER CAPITAL GROUP, LLC

PALISADES COLLECTION, L.L.C.

By: _____
(Signature)

(Print Name/Title)

By: _____
(Signature)

(Print Name/Title)

BILL OF SALE

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This instrument shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

SB CAPITAL GROUP, LLC

EMCC, INC.

By: _____
Scott Berstein, CEO

By: _____
Stacey Schacter, CEO

SB CAPITAL GROUP, LLC

PALISADES COLLECTION, LLC

By: _____
(Print Name, Title)

By: _____
(Print Name, Title)

TRADEMARK