

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBT INTERNATIONAL, INC.		08/05/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	KAMAN MUSIC CORPORATION
Street Address:	1332 Blue Hills Avenue
City:	Bloomfield
State/Country:	CONNECTICUT
Postal Code:	06002
Entity Type:	CORPORATION: CONNECTICUT

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1382226	ADAM THE ATOMIC SOUND
Registration Number:	2957532	BUSINESS BUILDERS
Registration Number:	2154685	HELMUT GERHART
Registration Number:	0995847	HONDO
Registration Number:	1513522	J.B. PLAYER
Registration Number:	1505797	LA
Registration Number:	1504813	LAUREN
Registration Number:	1800643	MBT
Registration Number:	2142439	MUSICORP
Registration Number:	1512621	PROFESSIONAL SERIES

CORRESPONDENCE DATA	
Fax Number:	(860)286-0115
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(860)286-2929

CH \$265.00 1382226

Email: TM@cantorcolburn.com
Correspondent Name: Curtis Krechevsky
Address Line 1: 55 Griffin Road South
Address Line 2: Cantor Colburn LLP
Address Line 4: Bloomfield, CONNECTICUT 06002

ATTORNEY DOCKET NUMBER:	KMC-0154-AN
NAME OF SUBMITTER:	Curtis Krechevsky
Signature:	/Curtis Krechevsky/
Date:	07/16/2007

Total Attachments: 11

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ASSET PURCHASE AGREEMENT

Dated as of August 5, 2005, by and among

**MBT HOLDING CORP., MBT INTERNATIONAL, INC., MIDWEST MUSICAL
INSTRUMENTS, INC. and M&A SALES, LLC**

as Sellers,

and

KAMAN MUSIC CORPORATION,

as Buyer

NOTE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made as of August 5, 2005, by and between (i) KAMAN MUSIC CORPORATION, a Connecticut corporation ("Buyer"), and (ii) MBT HOLDING CORP., a Delaware corporation ("MBT"), MBT INTERNATIONAL, INC., a Delaware corporation ("MBTI"), MIDWEST MUSICAL INSTRUMENTS, INC., a Delaware corporation ("MMI") and M&A SALES, LLC, a Delaware limited liability company ("M&A" and together with MBT, MBTI and MMI, the "Sellers," or each, a "Seller").

W I T N E S S E T H :

WHEREAS, the Sellers are in the business of distributing and selling music instruments and musical equipment (the "Business");

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Sellers desire to assign, transfer and sell to Buyer, and Buyer desires to purchase and assume from the Sellers, (i) all of the Purchased Assets, which include all of the assets necessary to operate the Business, other than the Excluded Assets, and (ii) all of the Assumed Liabilities of the Sellers;

WHEREAS, in exchange for the Purchased Assets and the Assumed Liabilities, Buyer is willing to pay to the Sellers the Final Purchase Price; and

WHEREAS, each of the Sellers authorizes MBT to act hereunder in its name, place and stead as fully as it itself could do, including the making or receipt of all payments that may become due hereunder.

NOW, THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 **Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in Exhibit 1.1.

1.2 **Construction of Certain Terms and Phrases.** In this Agreement:

- (a) words of any gender include each other gender;
- (b) words using the singular or plural number also include the plural or singular number, respectively;
- (c) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement;

NOTE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION

(d) the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or;"

(e) "include" or "including" means "including without limitation;"

(f) a reference to a number of days refers to calendar days unless Business Days are specified;

(g) all accounting terms used, but not expressly defined, have the meanings given to them under GAAP;

(h) all dollar amounts are expressed in United States funds;

(i) the words "herein," "hereof," "hereunder," and similar words refer to this Agreement as a whole and not to any particular Article, Section, or subsection of this Agreement; and

(j) all references to statutes or regulations are deemed to refer to those statutes and regulations as amended from time to time or as superseded by comparable laws.

ARTICLE II
PURCHASE AND SALE OF ASSETS;
ASSUMPTION OF CERTAIN LIABILITIES

2.1 **Purchase and Sale of Assets.** Subject to the terms and conditions of this Agreement and in reliance on the representations, warranties, covenants and agreements contained herein, at the Closing, the Sellers shall grant, sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase and acquire from the Sellers, free and clear of any Encumbrance or adverse claim of any kind whatsoever, other than Permitted Encumbrances, all of the Sellers' right, title and interest in and to all of the assets predominantly used in, necessary for, or arising from the Business as of the Closing Date, which include the following properties and assets of the Business as of the Closing Date (the "**Purchased Assets**");

(a) all trade accounts, accounts receivable and notes receivable of Sellers set forth in Schedule 2.1(a) ("**Accounts Receivable**"), which may include Accounts Receivable that are not evidenced by instruments or invoices, whether or not they have been earned by performance or have been written off or reserved against as a bad debt or doubtful account;

(b) the fixed assets, furniture, furnishings, equipment, hardware, computer hardware and software, motor vehicles and other similar items of personal property as set forth in Schedule 2.1(b);

(c) subject to Section 2.5, those contracts and agreements with customers of the Business, license agreements, vendor and distributor contracts, and other contracts and agreements as set forth in Schedule 2.1(c) (the "**Assumed Contracts**");

(d) those Governmental Authorizations issued to or held by Sellers as set forth in Schedule 2.1(d);

(e) the Books and Records;

(f) those prepaid expenses, deposits, and deferred items of Seller relating to the Business and from which Buyer may derive future benefit as set forth in Schedule 2.1(f);

(g) those prepayments by customers of the Business relating to any Purchased Asset as set forth in Schedule 2.1(g);

(h) the domain names, web site content (including, to the extent owned, software related thereto), telephone numbers, advertisements, and advertising material as set forth or described in Schedule 2.1(h);

(i) all inventories of finished products, work in process, raw materials, spare parts, and all other materials and supplies used in the Business as set forth or described in Schedule 2.1(i);

(j) all of the Sellers' rights in the Intellectual Property and Web-based Business Assets, together with the names MIDCO, Musicorp, MBT Lighting and Sound, Barcus-Berry, J. B. Player, Hondo Guitar, Adam International, M&A Sales, Midwest Musical Instruments and MBT, and any variations thereof, and the goodwill associated therewith;

(k) Contracts constituting the real property leases set forth in Schedule 2.1(k) (the "Leased Real Property");

(l) the rights, contracts and funding vehicles relating to any Employee Benefit Plan to the extent provided by Section 5.3(b) hereof;

(m) all claims of the Sellers against third parties relating to the Purchased Assets, whether or not known or asserted before the Closing;

(n) the Taiwan Bank Accounts and any cash therein; and

(o) the goodwill and going-concern value of the Business.

2.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the Purchased Assets shall not include any assets, properties or rights not specifically identified in Section 2.1, including the following (the "Excluded Assets"):

(a) all assets specifically identified on Schedule 2.2(a);

(b) the Charleston Premises, except for such items of fixtures and other personal property set forth on Schedule 2.1(b);

Hazardous Materials or Hazardous Activities in, on, or under the Leased Real Property, or concerning compliance by the Sellers with respect to Environmental Laws.

3.17 Certain Employees; Labor Relations.

(a) Set forth in Part 3.17 of the Disclosure Letter is a list of (i) all employment contracts of any of Sellers with any employees who will be included in the Transferred Employees, the Seller by which they are employed, the beginning and termination dates of such contracts, the amount of base salaries and the existence of any bonus arrangements, and (ii) the names of Sellers' employees and consultants as of the date hereof involved in the management and operation of the Business, together with the following information: job title; current compensation paid or payable and any change in compensation since January 1, 2004, vacation accrued and an indication of whether the individual is actively employed or on some type of leave, specifying same.

(b) No employee, officer or director of any Seller is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality, noncompetition, or proprietary rights agreement, between such employee, officer or director and any other Person ("Proprietary Rights Agreement") that in any way adversely affects or will affect (i) the performance of his duties as an employee, officer or director of Buyer following the Closing, or (ii) the sale of the Business by the Sellers to Buyer. To the Sellers' Knowledge, no officer or other key employee of any Seller intends to terminate his relationship with the Business at or prior to the Closing.

(c) Since December 31, 2004, no Seller has been or is a party to any collective bargaining or other labor Contract. Since December 31, 2004, there has not been, there is not presently pending or existing, and to the Sellers' Knowledge there is not Threatened, (a) any strike, slowdown, picketing, work stoppage, or employee grievance process, (b) any Proceeding against or affecting any Seller relating to the alleged violation of any Legal Requirement pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission, or any comparable Governmental Body, organizational activity, or other labor or employment dispute against or affecting any of the Sellers or their premises, or (c) any application for certification of a collective bargaining agent. No event has occurred or circumstance exists that could provide the basis for any work stoppage or other labor dispute. There is no lockout of any employees by any Seller, and no such action is contemplated by any Seller.

3.18 Intellectual Property.

(a) Intellectual Property And Web-based Business Assets. The term "Intellectual Property and Web-based Business Assets" includes, except as set forth on Part 3.18(a) of the Disclosure Letter:

(i) the names MIDCO, Musicorp, MBT Lighting and Sound, Barcus-Berry, J. B. Player, Hondo Guitar, M&A Sales, Midwest Musical Instruments, MBT and Adam

International, all of the Sellers' rights in fictional business names, trading names, registered and unregistered trademarks and/or trade names, service marks, and applications (collectively, "Marks");

(ii) all of the Sellers' rights in patents, patent applications, and inventions and discoveries that may be patentable (collectively, "Patents");

(iii) all of the Sellers' rights in copyrights and copyright registrations in both published works and unpublished works (collectively, "Copyrights");

(iv) all of the Sellers' rights in mask works (collectively, "Rights in Mask Works");

(v) all of the Sellers' rights to know-how, trade secrets, confidential information, customer lists, software, including both object and source code, part and component sourcing, die and tool drawings, technical information, data, process technology, plans, drawings, manufacturing specifications, parts and assembly drawings, manufacturing and test instructions, test and inspection standards and blue prints (collectively, "Technical Information"); and

(i) all of the Sellers' rights to World Wide Web sites and associated domain names, trade dress and content including artwork, images, photographs, graphics, animations, sounds, data, software and code (collectively, "Web Sites");

in each case owned, used, or licensed by any Seller as licensee or licensor, and used in or associated with the Business.

(b) Agreements. Part 3.18(b) of the Disclosure Letter contains a complete and accurate list and summary description, including any royalties paid or received by the Sellers, of all material Contracts relating to the Intellectual Property And Web-based Business Assets to which any Seller is a party or by which any Seller is bound, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs with a value of less than \$1,000 under which a Seller is the licensee. There are no outstanding and, to Seller's Knowledge, no Threatened disputes or disagreements with respect to any such material Contracts.

(c) Know-How Necessary for the Business. The Intellectual Property and Web-based Business Assets related to the Business and constituting Purchased Assets are all those necessary for or used in or associated with the operation of the Business. Except as set forth in Part 3.18(c) of the Disclosure Letter, one or more of the Sellers is the owner of all right, title, and interest in and to each of the Intellectual Property and Web-based Business Assets, free and clear of all Encumbrances, except for Permitted Encumbrances, and has the right to use all of the Intellectual Property And Web-based Business Assets related to the Business and that constitute Purchased Assets.

(d) Patents.

(i) Part 3.18(d) of the Disclosure Letter contains a complete and accurate list and summary description of all Patents related to the Business, including the expiration dates thereof. One or more of the Sellers is the owner of all right, title, and interest in and to each of the Patents, free and clear of all Encumbrances, except for Permitted Encumbrances.

(ii) To the Knowledge of the Sellers, all of the issued Patents are currently in compliance in all material respects with all formal legal requirements (including payment of filing, examination, and maintenance fees and proofs of working or use), are valid and enforceable in all material respects, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the Closing Date.

(iii) To the Knowledge of the Sellers, no Patent has been or is now involved in any interference, reissue, reexamination, or opposition proceeding. To the Knowledge of the Sellers, there is no potentially interfering patent or patent application of any Third Party.

(iv) To the Knowledge of the Sellers, no Patent is infringed or has been challenged or Threatened in any material way. To the Knowledge of the Sellers, none of the products manufactured by any Seller infringes or is alleged to infringe any patent or other proprietary right of any Third Party.

(v) All products made under the Patents have been marked with the proper patent notice.

(e) Trademarks.

(i) Part 3.18(e) of the Disclosure Letter contains a complete and accurate list and summary description of all Marks relating to the Business. One or more of the Sellers is the owner of all right, title, and interest in and to each of the Marks, free and clear of all Encumbrances, except for Permitted Encumbrances.

(ii) To the Knowledge of the Sellers, all Marks that have been registered or for which registration has been applied for either in the United States or any other country are currently in compliance in all material respects with all formal legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), and are valid and enforceable in all material respects.

(iii) To the Knowledge of the Sellers, no Mark that is material to the Business has been or is now involved in any opposition, invalidation, or cancellation action and, to the Knowledge of the Sellers, no such action is Threatened with respect to any of the Marks.

(iv) To the Knowledge of the Sellers, there is no potentially interfering trademark, trademark registration or trademark application of any Third Party with any of the Marks.

(v) To the Knowledge of the Sellers, no Mark material to the Business is being infringed, and to the Knowledge of the Sellers, none of the Marks infringes or is alleged to infringe in any material respect any trade name, trademark, or service mark of any Third Party.

(vi) Substantially all products and packaging, promotional and other materials containing a Mark bear the proper federal registration notice where permitted by law.

(f) Copyrights.

(i) Part 3.18(f) of the Disclosure Letter contains a complete and accurate list and summary description of all Copyrights. One or more of the Sellers is the owner of all right, title, and interest in and to each of the Copyrights, free and clear of all Encumbrances, except for Permitted Encumbrances.

(ii) To the Knowledge of the Sellers, all Copyrights that have been registered are currently in compliance in all material respects with formal legal requirements, and are valid and enforceable in all material respects.

(iii) To the Knowledge of the Sellers, no Copyright is infringed or, to the Sellers' Knowledge, has been challenged or Threatened in any material way. To the Knowledge of the Sellers, (A) none of the subject matter of any of the Copyrights infringes or is alleged to infringe in any material manner any copyright of any Third Party, or (B) is a derivative work based on the work of a Third Party.

(iv) Substantially all works encompassed by the Copyrights have been marked with the proper copyright notice.

(g) Technical Information.

(i) With respect to the Technical Information, the documentation held by the Sellers relating to such Technical Information is current, accurate, and sufficient in all material respects in detail and content to identify and explain it and to allow its full and proper use without reliance on the knowledge or memory of any individual.

(ii) Part 3.18(g) of the Disclosure Letter contains a list and summary description of the Technical Information.

(iii) The Sellers have taken all reasonable precautions to protect the secrecy, confidentiality, and value of the Technical Information.

(iv) One or more of the Sellers has good title and an absolute (but not necessarily exclusive) right to use the Technical Information. To the Knowledge of the Sellers, such Technical Information is not part of the public knowledge or literature, and, to the Sellers' Knowledge, has not been used, divulged, or appropriated either for the benefit of any Person (other than one or more of the Sellers) or to the detriment of the Sellers. To the Knowledge of

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BUYER

KAMAN MUSIC CORPORATION

By: _____
Its: _____

SELLERS

MBT HOLDING CORP.

By: *Dan Mahony*
Its: *President*

MBT INTERNATIONAL, INC.

By: *Dan Mahony*
Its: *President / CEO*

MIDWEST MUSICAL INSTRUMENTS, INC.

By: *Dan Mahony*
Its: *President*

M&A SALES, LLC

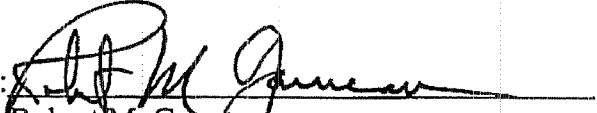
By: *Dan Mahony*
Its: *President*

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BUYER

KAMAN MUSIC CORPORATION

By: 
Robert M. Garneau
Its Vice President and Treasurer

SELLERS

MBT HOLDING CORP.

By: _____
Its: _____

MBT INTERNATIONAL, INC.

By: _____
Its: _____

MIDWEST MUSICAL INSTRUMENTS, INC.

By: _____
Its: _____

M&A SALES, LLC

By: _____
Its: _____

[Signature Page to Asset Purchase Agreement]