

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Correction to nature of conveyance from Bill of Sale to Assigns Entire Interest and Goodwill, and amendment to the assignment on Reel/Frame No. 3948/0692	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advantage National Bank		09/08/2009	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Westheimer Corporation		
<b>Street Address:</b>	3451 West Commercial Ave.		
<b>City:</b>	Northbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0627412	HARMONY	
Registration Number:	0725358	SOVEREIGN	
Registration Number:	0722238	STELLA	
Serial Number:	77130134	STRATOTONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(201)525-0300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	201-525-0300		
<b>Email:</b>	ip@musicesq.com		
<b>Correspondent Name:</b>	Bienstock & Michael, P.C.		
<b>Address Line 1:</b>	411 Hackensack Ave.		
<b>Address Line 2:</b>	Continental Plaza, 7th Floor		
<b>Address Line 4:</b>	Hackensack, NEW JERSEY 07601		
<b>NAME OF SUBMITTER:</b>	Ronald Bienstock		

OP \$115.00 0627412

**900143383**

**TRADEMARK  
 REEL: 004063 FRAME: 0174**

Signature:	/thesuit/
Date:	09/17/2009
Total Attachments: 5 source=Corrective Assignment - Reel-Frame 3948-0692#page1.tif source=Corrective Assignment - Reel-Frame 3948-0692#page2.tif source=Corrective Assignment - Reel-Frame 3948-0692#page3.tif source=Corrective Assignment - Reel-Frame 3948-0692#page4.tif source=Corrective Assignment - Reel-Frame 3948-0692#page5.tif	

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	BILL OF SALE

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Advantage National Bank		02/28/2009	NA: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Westheimer Corp.
Street Address:	3451 West Commercial Ave.
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	77130152	HOLLYWOOD
Serial Number:	77130169	METEOR
Serial Number:	77130144	BOB KAT
Serial Number:	77130114	ROCKET
Serial Number:	77130216	ESPANADA
Serial Number:	77130199	PATRICIAN
Serial Number:	77130134	STRATOTONE
Serial Number:	72116724	STELLA
Serial Number:	72116723	SOVEREIGN
Serial Number:	71688732	HARMONY

OP \$265.00 77130152

**CORRESPONDENCE DATA**

Fax Number: (847)498-5270  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 847/498-9850

**900128846**

**TRADEMARK  
 REEL: 003948 FRAME: 0692**

**TRADEMARK  
 REEL: 004063 FRAME: 0176**

Email: lgoldstein@westheimercorp.com  
Correspondent Name: Lawrence F. Goldstein  
Address Line 1: 3451 West Commercial Ave.  
Address Line 4: Northbrook, ILLINOIS 60062

NAME OF SUBMITTER:	Lawrence F. Goldstein
Signature:	/LFG/
Date:	03/09/2009
Total Attachments: 1 source=Bill of Sale0001#page1.tif	

**SECURED PARTY BILL OF SALE**

For Five Thousand Dollars (\$5,000.00) in hand paid, the undersigned, Advantage National Bank, with its principal place of business at 75 East Turner Avenue, Elk Grove Village, Illinois 60007 (the "Secured Party"), pursuant to Section 9-610 of the Uniform Commercial Code, hereby sells, assigns, transfers and sets over unto Westheimer Corporation (the "Purchaser") all of the interest, exclusive of liabilities, of Harmony Industries, Inc. (the "Debtor"), in and to the general intangible property, including trade names and the website (the "Property"). Said sale, assignment, transfer and setover unto Purchaser of the Property is expressly AS IS and WHERE IS, but free and clear of all liens and security interests of the Secured Party and parties subordinate to the Secured Party, if any.

Except as set forth herein, the Secured Party hereby disclaims all warranties, whether express or implied, with respect to the Property, including but not limited to warranties relating to title, possession, quiet enjoyment, merchantability or fitness for any purpose.

In addition to, and not by way of limitation of, the foregoing, the Purchaser, by execution of this Bill of Sale, accepts delivery of the Property, and affirms that (a) the Purchaser has not relied on the Secured Party's skill or judgment to select or furnish any of the Property for any particular purpose; (b) the Secured Party makes no warranty that any of the Property is fit for any particular purpose; (c) there are no warranties with respect to the design, condition, value, quality, capacity or workmanship of any of the Property, or any combination of the foregoing; (d) the Secured Party makes no warranty that any of the Property complies with the requirements of any law, rule, specification or contract relating thereto, or that any of the Property is free of any patent infringement or latent defects; and (e) there are no representations or warranties, express, implied or statutory, that extend beyond those as set forth herein, if any.

IN WITNESS the hand of Advantage National Bank this 25<sup>th</sup> day of February, 2009.

ADVANTAGE NATIONAL BANK

By: Cindy Bauer  
Its: vice president

The Purchaser hereby acknowledges and accepts this Bill of Sale, and specifically agrees that the Secured Party has made no representations or warranties of any kind whatsoever regarding any of the Property. The Purchaser has executed this Bill of Sale as of the 28 day of February, 2009.

[Signature]  
Westheimer Corporation

CHICAGO2626385.1  
ID:ESR

RECORDED: 03/09/2009

TRADEMARK  
REEL: 003948 FRAME: 0694

TRADEMARK  
REEL: 004063 FRAME: 0178

**AMENDMENT TO THE SECURED PARTY BILL OF SALE**

Reference is hereby made to the Secured Party Bill of Sale (the "Agreement") between Advantage National Bank, with its principal place of business at 75 East Turner Avenue, Elk Grove Village, Illinois 60007, and Westheimer Corporation, with its principal place of business at 3451 West Commercial Avenue, Northbrook, Illinois 60062, executed by Advantage National Bank on February 25, 2009 and acknowledged by Westheimer Corporation on February 28, 2009.

The Agreement is hereby amended (the "Amendment") effective as of the last date of execution below:

1. All terms in this Amendment shall have the same meanings as ascribed to them in the Agreement, unless otherwise specifically defined herein.
2. The first sentence of the first paragraph is hereby deleted and replaced with the following:

For Five Thousand Dollars (\$5,000.00) in hand paid, the undersigned Advantage National Bank, with its principal place of business at 75 East Turner Avenue, Elk Grove Village, Illinois 60007 (the "Secured Party"), pursuant to Section 9-610 of the Uniform commercial Code, hereby sells, assigns, transfers and sets over unto Westheimer Corporation (the "Purchaser") all of the interest, exclusive of liabilities, of Harmony Industries, Inc. (the "Debtor") in and to the general intangible property, including, without limitation: (i) the federally registered trademark "HARMONY" (U.S. Reg. No. 627412) (the "Property"); (ii) the good will of the business relating to the goods for which the Property is used and for which it is registered; (iii) the website [[www.HARMONYGUITARS.com](http://www.HARMONYGUITARS.com)]; (iv) all income, royalties, and damages hereafter due or payable to the Secured Party with respect to the Property, including, without limitation, damages and payments for past or future infringements and misappropriations of the Property; and (v) all rights to sue for past, present and future infringements or misappropriations of the Property.

3. This Amendment contains the entire understanding of the parties and may only be modified by a further writing signed by both parties. A waiver of any right or breach by either party shall not be deemed a waiver of any subsequent right or breach.

4. Except as specifically modified herein, the terms and conditions of the Agreement shall remain in full force and effect, and are hereby ratified and confirmed.

ADVANTAGE NATIONAL BANK

WESTHEIMER CORPORATION

By: Cindy Bauer

By: Jack L. Westheimer

Name: Cindy Bauer

Name: Jack L. Westheimer

Title: Vice President

Title: President

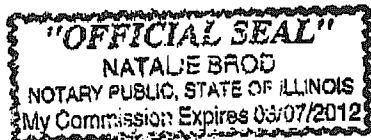
Date: 9/8, 2009

Date: 9/8 2009

ACKNOWLEDGEMENT

State of Illinois Illinois  
County of DuPage }

Before me, a Notary Public, on this 8<sup>th</sup> day of Sept. 2009, personally appeared Cindy Bauer, to me known and known to me to be an authorized representative of Advantage National Bank, and acknowledged that she or he executed the foregoing Amendment to the Secured Party Bill of Sale on behalf of said party and pursuant to his or her authority duly received.



By: Natalie Brod  
Notary Public