

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
	Schreiber & Keilwerth Musikinstrumente GmbH	FORMERLY W. Schreiber & Sohne Holzblasinstrumente GmbH and Wenzel Schreiber & Sohne Musikinstrumentenbau-Export GmbH	07/22/2010	CORPORATION: GERMANY
RECEIVING PARTY DATA				
Name:	BESSION INSTRUMENTS S.A.R.L.			
Street Address:	2 avenue Charles de Gaulle			
City:	LUXEMBOURG			
State/Country:	LUXEMBOURG			
Postal Code:	1653			
Entity Type:	SOCIETE A RESPONSABILITE LIMITEE: LUXEMBOURG			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	2626212	YORK	
	Registration Number:	2018956	JULIUS KEILWERTH	
	Registration Number:	1431898	W. SCHREIBER	
CORRESPONDENCE DATA				
Fax Number:	3123609315			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	3123600080			
Email:	smelby@gbclaw.net			
Correspondent Name:	Greer, Burns & Crain, Ltd.			
Address Line 1:	300 South Wacker Drive			
Address Line 2:	Suite 2500			
Address Line 4:	Chicago, ILLINOIS 60606			

OP \$90.00 2626212

ATTORNEY DOCKET NUMBER:

1606.110214 YORK/OTHERS

DOMESTIC REPRESENTATIVE

Name: Greer, Burns & Crain, Ltd.
Address Line 1: 300 South Wacker Drive
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

U.S. Attorney for Registrant

Signature:

/Amy C. Ziegler/

Date:

05/10/2012

Total Attachments: 18

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Asset Sale and Transfer Agreement

Negotiated

on July 22, 2010

between

1. Rechtsanwalt Tobias Hoefler, Soldnerstr. 2, 68219 Mannheim (Germany),

acting not personally but solely in his capacity as insolvency administrator of the estate of

Schreiber & Keilwerth Musikinstrumente GmbH, a company with limited liability (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany, registered with the Commercial Register (*Handelsregister*) of the Local Court of Chemnitz under registration number HRB 25015, represented by its managing directors, Dr. Armin Eckert and Alan Jamieson, with their business address at Industriestraße 17, 64569 Nauheim (Germany)

– the “Seller” –

A certificate of the Local Court of Darmstadt of May 1, 2010 regarding the appointment of the Seller as insolvency administrator is attached hereto as Annex 0.1.

2. SARL BESSON INSTRUMENTS, a limited liability company organised under the laws of Luxembourg, registered with the Commercial Register (registre du commerce et des sociétés) of Luxembourg under the registration number B 107 307 with its registered seat in 2 Avenue Charles de Gaulle, L-1653 Luxembourg

– the “Purchaser” –

– the Seller and the Purchaser together the “Parties”, each a “Party” –

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Recitals

1. WHEREAS, on May 1, 2010 the Local Court of Darmstadt (file no: 9 IN 250/10) opened the insolvency proceedings over the estate of the Schreiber & Keilwerth Musikinstrumente GmbH, a limited liability company organised under the laws of the Federal Republic of Germany, registered in the Commercial Register (*Handelsregister*) of the Local Court of Chemnitz under registration number HRB 25015, whose registered office is at Nauheim (“the **Company**”) and appointed the Seller as insolvency administrator.
2. WHEREAS, the Purchaser intends to acquire the Intellectual Property and the Intangible Assets from the Seller (the “**IP-Transaction**”).
3. WHEREAS, an affiliated company of the Purchaser, Buffet Crampon Deutschland GmbH, enters into a separate agreement (ASTA as defined below) (together with the IP-Transaction the “**Transaction**”)

NOW, THEREFORE, the Parties hereto agree as follows (the “**Agreement**”):

1. DEFINITIONS

- 1.1 In this Agreement, the following words and expressions shall have the following meanings, whereas the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms:

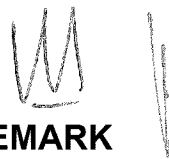
“**Agreement**” means this agreement.

“**ASTA**” means the asset sale and transfer agreement concerning the Business Assets between the Seller and Buffet Crampon Deutschland GmbH to be signed together with the Agreement.

“**Business Assets**” means all assets of the Company whether currently utilised in the operation of the business or not and whether listed in the Annexes hereto or not, particularly the Moveable Assets, the Inventories, with the exception of the Intellectual Property, the Intangible Assets and any real estate.

“**Business Day**” means a day other than a Saturday or Sunday or public holiday in Germany on which banks are open in Frankfurt a.M. for general commercial business.

“**Claim**” means any claim under or for breach of this Agreement.



“**Closing**” means completion of the sale and purchase of the Intellectual Property and the Intangible Assets in accordance with the provisions of this Agreement.

“**Closing Date**” means the date set out in clause 5.1.

“**Conditions**” means the conditions to the Closing set out in clause 4.1.

“**Confidential Information**” has the meaning given in clause 14.1.

“**Costs**” means losses, damages, costs (including reasonable legal costs and reasonable replacement costs) and expenses (including taxation), in each case of any nature whatsoever but excluding loss of profits.

“**Effective Date**” means August 1, 2010, 00.01 a.m. (German Time).

“**Filing Date**” means the date the Company’s bankruptcy has been filed for (*Datum der Stellung des Antrags auf Eröffnung des Insolvenzverfahrens über das Vermögen der Gesellschaft*), namely March 12, 2010.

“**Intangible Assets**” means the goodwill, the client base, and all other intangible assets of the Company, whether currently utilised in the operation of the business or not.

“**Intellectual Property**” means all trade marks, patents, licenses, recipes, know-how, IT-software, internet domains, and all other intellectual property of the Company, whether currently utilised in the operation of the business or not.

“**IP-Transaction**” has the meaning given in the Recitals.

“**Liabilities**” means all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent or ascertained or unascertained and whether owed or incurred severally or jointly or as principal or surety.

“**Merger Control Clearance**” means the receipt of all potentially necessary approvals for the Transaction under national and European anti-trust and merger control law.

“**Purchase Price**” has the meaning given in clause 3.

“**Representatives**” has the meaning given in clause 14.1.



“**Seller’s Bank Account**” means the Seller’s bank account at **VR Bank Rhein-Neckar eG, Account-Nr. 14173960, Bank Code: 670 900 00.**

“**Surviving Provisions**” mean clauses 14, 15 and 16.

“**Third Party Right**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above.

“**VAT**” means value added tax and any similar sales or turnover tax.

“**Warranty**” means the warranty given by the Seller pursuant to clause 6.1.

- 1.2 Wherever this Agreement includes English terms after which either in the same provision or elsewhere in this Agreement German terms have been inserted in brackets and/or italics, the respective German terms alone and not the English terms shall be authoritative for the interpretation of the respective provisions.

2. SALE AND PURCHASE

- 2.1 The Seller herewith sells, subject to the occurrence of the Conditions, the Intellectual Property and all Intangible Assets including all rights and entitlements to the Purchaser. The Seller retains title to the Intellectual Property and the respective Intangible Assets until the Purchase Price has been fully paid to the Seller’s Bank Account (*Eigentumsvorbehalt*).
- 2.2 If and to the extent further documents or legal acts are or become necessary in order to effect the intended sale and transfer of the Intellectual Property and Intangible Assets from the Seller to the Purchaser, the Parties shall execute all such documents or legal acts without undue delay.

3. PURCHASE PRICE

- 3.1 The Purchase Price amounts to

EUR 950,000.00

(in words: Euro nine hundred fifty thousand)

which is allocated as follows:

the registered brand-names	EUR 900,000.00
all other Intangible Assets and Intellectual Property	EUR 50,000.00

and shall be paid to the Seller's account on the Effective Date.

- 3.2 It is the joint understanding of the Parties that the Transaction is not subject to German VAT since the Transaction leads to the sale of the Company's business as a whole, Section 1 Paragraph 1a Value Added Tax Act (*UStG*). Thus, all amounts expressed in this Agreement as being payable by the Purchaser are expressed exclusive of any VAT which may be chargeable. The Purchaser shall pay an amount equal to such VAT to the Seller if the tax authorities determine that the Seller must pay VAT on the Purchase Price after receipt of an appropriate VAT invoice by the Purchaser from the Seller.

4. CLOSING CONDITIONS

- 4.1 The obligations of the Parties to consummate the Closing are subject to satisfaction of the following conditions (the "**Conditions**"):

- a) The Purchaser has not executed its right to withdraw from this Agreement that is hereby granted under the following circumstances:
- The Purchaser has not received offers of satisfactory term debt and working capital financing from third party banks, together with the completion of customary banking agreements and documentation by the Purchaser. This right to withdraw terminates on July 26, 2010, 12 a.m. (German Time).
 - The Purchaser has not received the final approval to the Agreement of the Board of Directors and, if appropriate, the shareholders of the Purchaser. This right to withdraw terminates on July 26, 2010, 12 a.m. (German Time).
- b) The Seller has not executed its right to withdraw from this Agreement that is hereby granted under the following circumstances:
- The Seller has not received the final approval to the Agreement of the creditor's meeting (*Gläubigerversammlung*) on July 27, 2010 and/or - if existing - of the committee of creditors (*Gläubigerauss-*

chuss) within the Company's insolvency proceedings. This right to withdraw terminates on July 28, 2010, 6 p.m.

- A secured creditor has executed its right pursuant to Section 168 German Insolvency Code (*InsO*) to offer a better exploitation of its securities. This right to withdraw terminates on July 29, 2010, 6 p.m.
- c) Neither Party has executed its right to withdraw from this Agreement that is hereby granted under the following case:
- one party of the ASTA has withdrawn from the ASTA.
- 4.2 In the event one of the Conditions pursuant to clause 4.1 of this Agreement has not been met this Agreement shall become void in its entirety and there shall be no liability on the part of any Party hereto except (i) that the provisions of this clause 4.2 and the Surviving Provisions shall survive the termination of this Agreement and (ii) that nothing herein shall release any Party from any liability for any breach of any commitment, obligation or agreement that was committed prior to such termination.
- 4.3 The Seller and the Purchaser shall each notify the other promptly upon becoming aware that any of the Conditions have been fulfilled. The notice of withdrawal under the rights pursuant to clause 4.1 b) – c) has to be given according to clause 15. For the avoidance of doubt, the Parties shall only use reasonable efforts – and shall not be obliged to make any payment (in money or money's worth) – in order to fulfil the Conditions.

5. CLOSING

- 5.1 The Closing shall take place 2 (two) Business Days after the date on which all Conditions have been satisfied (and continue to be satisfied).
- 5.2 On the Closing Date all the benefit (*Nutzungen*), expenses (*Lasten*) and the risk of loss (*Gefahr des zufälligen Untergangs*) of the Intellectual Property and the Intangible Assets shall pass to the Purchaser. In particular, the Purchaser has to sufficiently assure the Intellectual Property and the Intangible Assets.

6. WARRANTY, EXCLUSION OF LIABILITY

- 6.1 The Purchaser has been given the opportunity to sufficiently examine the business of the Company, the Intellectual Property and the Intangible Assets as well as to conduct a due diligence (*Due Diligence Prüfung*).

The Seller warrants to the Purchaser in the form of an independent guarantee (*selbständiges Garantieverprechen*) that the following warranty (the “**Warranty**”) is true and correct as of the date of this Agreement and the Closing Date:

The Seller has been appointed as insolvency administrator of the estate of the Company and in his capacity as insolvency administrator is entitled to sell the the Business Assets in accordance with the provisions stipulated in Sections 166 et seq. of the German Insolvency Code (*InsO*).

- 6.2 Any further warranties of the Seller with respect to the Intellectual Property and Intangible Assets sold and transferred according to this Agreement and Seller’s liability are hereby excluded. This exclusion does not apply to any intentional wrongdoing by the Seller or any injury of life, body or health caused by any Seller’s negligence. The aforementioned exclusion shall apply to the Seller’s personal liability; particularly any form of personal liability of the Seller, Mr. Tobias Hoefer, Soldnerstr. 2, 68219 Mannheim (Germany) out of or in connection with (i) claims under this Agreement or (ii) the Transaction contemplated under this Agreement shall, to the extent legally permitted, be expressly excluded. This applies in particular to claims pursuant to Sections 60, 61 of the German Insolvency Act.
- 6.3 If any the Warranty is untrue or incorrect or in case of Seller shall be, however, liable according to clause 6.2, the Seller shall have the right to take all such actions as shall be necessary or desirable to cure the situation (*Naturalrestitution*). If the Seller fails to do so within a period of ten (10) days after the Purchaser notified the Seller of the breach of duty, then the Purchaser shall be entitled to claim damages in money according to Sections 249 et seq. of the German Civil Code (*BGB*).
- 6.4 The Parties agree that the Warranty is no quality guaranty concerning the object of the purchase (*Garantie für die Beschaffenheit der Sache*) within the meaning of Sections 443, 444 of the German Civil Code (*BGB*). In the unlikely event that the provisions of clause 6.1 are, contrary to the intention and explicit understanding of the Parties, regarded and construed as a quality guaranty concerning the object of the purchase, and the limitations of the Seller’s liability contained

herein are therefore found wholly or partially invalid, the Purchaser hereby waives the right to assert claims going beyond the limits of limitations provided for herein. The Seller accepts such waiver.

- 6.5 All claims for any breach of the Warranty or duty shall become time-barred (*verjähren*) 12 months after the Closing Date.
- 6.6 Seller's liability under this clause 6 shall be limited to reasonably foreseeable damages in light of the type of contract at issue, except in the case of gross negligence or intentional misconduct or liability extending to loss of life, bodily injury or loss of health and in either case and shall be subject to the Cap pursuant to clause 11.
- 6.7 Notwithstanding any of the foregoing provisions, the Parties are in agreement that in no event the Seller shall be liable or be obliged to indemnify (*freistellen*) the Purchaser according to the respective provisions in this Agreement in the event of insufficiency of assets (*Masseunzulänglichkeit*) pursuant to Section 208 of the German Insolvency Code (*InsO*).

7. TRANSFER OF INTELLECTUAL PROPERTY AND INTANGIBLE ASSETS

- 7.1 Subject to the occurrence of the Conditions and the receipt of the Purchase Price, the Seller herewith transfers to the Purchaser title to the Intellectual Property and the Purchaser herewith accepts such transfer.
- 7.2 Where required, the Seller shall use all reasonable efforts, especially but not limited to, give all necessary declarations in due form to the relevant register and/or authorities to effect the transfer of the Intellectual Property upon request of the Purchaser.
- 7.3 Clause 7.1 shall apply mutatis mutandis in respect to the Intangible Assets.
- 7.4 Where required, the Seller shall at Purchaser's expense use all reasonable efforts, especially but not limited to, give all necessary declarations to enable the Purchaser to use the company name "Schreiber & Keilwerth Musikinstrumente".

8. [OMITTED]

9. **TRANSFER OF DOCUMENTS, SUPPORT BY THE PURCHASER**

- 9.1 Simultaneously with the transfer of the Intellectual Property and the Intangible Assets the Seller sells, transfers and provides to the Purchaser all documents, electronic data and information attributable to the Intellectual Property and Intangible Assets.
- 9.2 All further documents in possession of the Seller, which refer to the Company or the insolvency of the Company, are not sold to the Purchaser. The Purchaser, however, is entitled to inspect, copy and use such documents to the extent legally permitted and obliged to store such documents for the Seller during the legal storage period.

10. **MERGER CONTROL PROCEEDINGS**

- 10.1 In order to obtain all potentially necessary approvals for the Transaction under German, European and other national anti-trust and merger control law (the “**Merger Control Clearance**”), the Parties shall
- a) cooperate in all respects with each other in the preparation of any filing or notification and in connection with any submission, investigation or inquiry,
 - b) supply to any competent authority as promptly as practicable any additional information requested pursuant to any applicable laws and take all other procedural actions required in order to obtain any necessary clearance or to cause any applicable waiting periods to commence and expire,
 - c) promptly provide each other with copies of any written communication (or written summaries of any non-written communication) in connection with any proceeding, and
 - d) contact any competent authority only after consultation with the other Party and give each other and their respective advisors the opportunity to participate in all meetings and conferences with any competent authority.

- 10.2 The Purchaser shall ensure that any filings necessary in connection with any Merger Control Clearance will be made without undue delay after the execution of the Agreement.
- 10.3 No Party shall be obliged to offer, consent to, and comply with, any obligations or conditions (*Auflagen und Bedingungen*), commitments (*Zusagen*) or other agreements required by any competent merger control authority as a condition to the clearance of the Transaction contemplated hereby.
- 10.4 Based on the verification of the law firm of Noerr LLP no filing in connection with Merger Control Clearance should become necessary prior to the execution of this Agreement.

11. CAP AND OTHER GENERAL LIMITATIONS

- 11.1 The total liability of the Seller under this Agreement shall not exceed the purchase price actually paid (the “Cap”).
- 11.2 For the avoidance of doubt, the Cap shall not apply
- a) if and to the extent any claims of the Purchaser are based on intent or wilful misconduct (*Vorsatz*) of the Seller and
 - b) to claims for fulfilment of obligations of the Seller (*Erfüllungsansprüche*) expressly provided for in this Agreement and claims for non-fulfilment or delay, both if due to intentional behaviour.
- 11.3 The Seller shall not be obligated to compensate the same loss twice.

12. GENERAL PAYMENT CONDITIONS

- 12.1 Any payment to be made pursuant to this Agreement by the Purchaser to the Seller shall be made to the Seller’s Bank Account as set forth in this Agreement.
- 12.2 Any payment to be made pursuant to this Agreement by the Seller to the Purchaser pursuant to any Claim, or otherwise under this Agreement, shall be made to the Purchaser’s Bank Account as set forth in this Agreement.
- 12.3 Any sum due for payment shall be payable with same day value and shall be paid free of any costs and charges or restrictions by wire transfer of immediately available funds. If any sum due for payment in accordance with this

Agreement is not paid on the due date for payment, the person in default shall pay interest pursuant to statutory law on that sum from but excluding the due date to and including the date of actual payment calculated on a daily basis.

13. PERIOD AFTER SIGNING

- 13.1 Until the Closing Date, the Seller shall continue running the Company's business with the diligence of a prudent business man on a going concern basis and in accordance with past practice, subject to applicable German insolvency laws.
- 13.2 The Seller shall indemnify (*freistellen*) the Purchaser for all Costs resulting from breaches of the Seller's obligations under this clause 13.

14. CONFIDENTIALITY

14.1 For the purposes of this clause 14:

- a) "Confidential Information" means:
- aa) (in relation to the obligations of the Purchaser) any confidential information (including business and trade secrets) received or held by the Purchaser (or any of its Representatives) relating to the Seller or, prior to Closing, the Intellectual Property and the Intangible Assets; or
 - bb) (in relation to the obligations of the Seller) any confidential information (including business and trade secrets) received or held by the Seller (or any of his Representatives) relating to the Purchaser or Intellectual Property and the Intangible Assets (after the Closing and prior to the Closing to the extent that a prudent business man on a going concern basis and in accordance with past practice would do so); and
 - cc) information relating to the provisions of, and negotiations leading to, this Agreement

and includes written information and information transferred or obtained orally, visually, electronically or by any other means;

- b) “**Representatives**” means, in relation to a Party, his/its respective affiliates and the directors, officers, employees, agents, advisers, accountants and consultants of that Party and/or of its respective affiliates.

14.2 Each of the Seller and the Purchaser shall (and shall ensure that each of his/its Representatives shall) maintain Confidential Information in confidence and not disclose Confidential Information to any person except

- a) as this clause 14 permits,
- b) as the other Party approves in writing, or
- c) necessary for Closing.

14.3 Clause 14.2 shall not prevent disclosure by a Party or his/its Representatives if and to the extent he/it can demonstrate that:

- a) disclosure is required by law or by any stock exchange or any regulatory, governmental or antitrust body (including any tax authority) having applicable jurisdiction (provided that the disclosing Party shall first inform the other Party of his/its intention to disclose such information and take into account the reasonable comments of the other Party, if legally permissible and factually possible);
- b) disclosure is of Confidential Information which was lawfully in the possession of that Party or any of his/its Representatives (in either case as evidenced by written records) without any obligation of secrecy prior to his/its being received or held; provided that the foregoing shall in any event not apply with respect to the obligations of the Seller regarding Confidential Information pertaining to the Intellectual Property and Intangible Assets;
- c) disclosure is of Confidential Information which has previously become publicly available other than through that Party’s fault (or that of his/its Representatives); and
- d) disclosure is made for the purpose of asserting or defending any rights or claims in any arbitral or judicial proceedings arising out of or in connection with this Agreement.

14.4 Each of the Seller and the Purchaser (including its affiliates) undertakes that he/it shall only disclose Confidential Information to Representatives if he/it is reasonably required for purposes connected with this Agreement and only if the

Representatives are informed of the confidential nature of the Confidential Information.

15. NOTICES

15.1 Any notice in connection with this Agreement shall be in writing in English, French or German and delivered by hand, fax, registered post or courier using an internationally recognised courier company.

15.2 The addresses and fax numbers of the Parties for the purpose of this clause are:

a) Seller:

RA Tobias Hoefler
Soldnerstr. 2
68219 Mannheim (Germany)
Fax: 0049 (621) 8770820

with a copy to:

RA Dr. Daniel Weisert
c/o Rittershaus Rechtsanwälte Partnerschaftsgesellschaft
Harrlachweg 4
68163 Mannheim (Germany)
Fax: 0049 (621) 4256250
eMail: Daniel.Weisert@Rittershaus.net

b) Purchaser

Antoine Beaussant
c/o SARL BESSON INSTRUMENTS
2 Avenue Charles de Gaulle
L-1653 Luxembourg

with a copy to:

RA Dr. Thomas Hoffmann
c/o Noerr LLP
Börsenstraße 1
60313 Frankfurt am Main (Germany)
Fax: [●]
eMail: Thomas.Hoffmann@Noerr.com

16. MISCELLANEOUS

- 16.1 Except as otherwise provided in this Agreement, the Seller and the Purchaser shall bear their own costs, charges and other expenses incurred in connection with this Agreement. The costs for notarising this Agreement are borne by the Purchaser.
- 16.2 All Annexes to this Agreement shall be an integral part of this Agreement. In the case of a conflict between any Annex and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 16.3 This Agreement comprises the entire agreement between the Parties concerning its subject matter and shall supersede all prior agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.
- 16.4 Any amendments to this Agreement (including amendments to this clause) shall be valid only if made in writing, unless applicable mandatory law requires a stricter form.
- 16.5 Without the written consent of the other Parties, no Party shall be entitled to assign any rights or claims under this Agreement to any third party.
- 16.6 No Party shall be entitled to set off (*aufrechnen*) or net off (*verrechnen*) against any claims of any other Party under or in connection with this Agreement or to exercise any right of retention (*Zurückbehaltungsrecht*) unless the Parties mutually agree thereupon or a binding court decision has been issued.
- 16.7 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany (unless the application of a foreign law is compulsory) to the exclusion of the reference rules under German International Private Law and the United Nations Convention on the International Sale of Goods. The courts of Mannheim (Germany) shall have the exclusive jurisdiction to all disputes on or in connection with this Agreement.
- 16.8 The Parties confirm to each other that they are acting within their statutory rights and on their own behalf and neither entering into this Agreement nor any payments or transfer of assets under this Agreement violate any applicable law including but not limited to money laundering prohibition.
- 16.9 If one or more provisions of this Agreement shall be or become in whole or in part invalid or unenforceable, or in case this Agreement contains gaps, the va-

lidity and enforceability of the other provisions of this Agreement shall not be affected and the foregoing shall apply in any event and not only as a reversal of the burden of proof. In such case the invalid, unenforceable or missing provision shall be deemed to have been replaced by such valid and enforceable provision or provisions that reflect as closely as possible the commercial intention of the Parties as regards the invalid, unenforceable or missing provision. As a precaution the Parties shall confirm such provision in the required form, but at least in writing, without undue delay.

Frankfurt, 22. July 2016

Tobias Hoff
(Tobias Hoff)

Maia
Antoine Bessusmet

Annex 0.1

Sellers appointment as insolvency administrator

Amtsgericht Darmstadt
Insolvenzgericht
Geschäfts-Nr.: 9 IN 250/10
(Bitte stets angeben)

01.05.2010

Bescheinigung

In dem Insolvenzverfahren über das Vermögen der

Schreiber & Keilwerth Musikinstrumente GmbH, Industriestraße 17, 64569 Nauheim (AG
Chemnitz, HRB 25015),

vertreten durch:

- 1. Dr. Armin Eckert, Elisabethenstraße 50 a, 64521 Groß-Gerau, (Geschäftsführer),
- 2. Alan Jamieson, (Geschäftsführer),

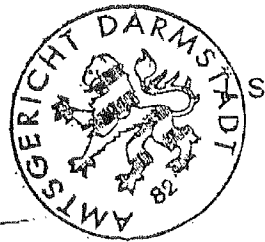
ist

Rechtsanwalt Tobias Hofer, Soldnerstraße 2, 68219 Mannheim, Tel.: 0621-87708-0, Fax:
0621-8770820

zum Insolvenzverwalter

ernannt worden. Hierüber wird ihm diese Bescheinigung erteilt, die bei Beendigung des
Amtes zurückzugeben ist.

Kaschel
Richterin am Amtsgericht



IN-Ve-001_Eröffnungsbeschluss

TRADEMARK