

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JoAnn Funk d/b/a Kiwi Wind Products		07/24/2015	Individual: UNITED STATES
RECEIVING PARTY DATA			
Name:	U.S. Band & Orchestra Supplies, Inc. d/b/a/ St. Louis Music		
Street Address:	1400 Ferguson Avenue		
City:	Ferguson		
State/Country:	MISSOURI		
Postal Code:	63133		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1942785	NECKPAK	
CORRESPONDENCE DATA			
Fax Number:	3142311776		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-889-8000		
Email:	uspt@polsinelli.com		
Correspondent Name:	Brian B. Diekhoff		
Address Line 1:	100 S. Fourth Street		
Address Line 2:	Suite 1000		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	064568-509493		
NAME OF SUBMITTER:	Brian B. Diekhoff		
SIGNATURE:	/Brian B. Diekhoff/		
DATE SIGNED:	12/18/2015		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective *nunc pro tunc* as of July 24, 2015, is made by and between JoAnn Funk d/b/a Kiwi Wind Products, (the "Assignor") and U.S. Band & Orchestra Supplies, Inc. d/b/a/ St. Louis Music, (the "Assignee").

WHEREAS, Assignor is the owner of federal trademark registrations and common law unregistered marks, as set forth on Exhibit A attached hereto, including the goodwill of the business symbolized thereby and associated therewith, (the foregoing referred to as the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the Marks, and of recording its status as owner of the entire right, title and interest in and to the Marks;

NOW, THEREFORE, for the good and valuable consideration as set forth herein, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer and convey to Assignee all its right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby, together with all applications and/or registrations thereof, together with a right to sue for and collect on all claims for damages by reason of past, present or future infringement of said Marks.

2. Assignor agrees to take whatever further action is deemed necessary or appropriate by Assignee to properly and fully effect and perfect the transfer to Assignee of the Marks, to establish full custody of the Marks by Assignee, to set forth and establish the chain of title to the Marks, and to set forth and establish the first use of the Marks. For example, without limitation, Assignor agrees to execute assignments to Assignee regarding the Marks as may be required in proceedings throughout the world.

3. This Assignment Agreement shall be governed by the internal laws of the State of Missouri, without reference to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by and through their properly authorized signatories effective as of the date indicated above.

ASSIGNOR:

JoAnn Funk
d/b/a Kiwi Wind Products

By:  _____

Name: JoAnn Funk

Title: last owner of kiwi wind products

ASSIGNEE:

U.S. Band & Orchestra Supplies, Inc.
d/b/a St. Louis Music

By:  _____

Name: Mark Ragin, President

Title: CEO - PRESIDENT

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Registration No.	File Date	Registration Date
KIWI WIND PRODUCTS	75/435,373	2,256,823	02-17-1998	06-29-1999
NECKPAK	74/623,881	1,942,785	01-20-1995	12-19-1995

COMMON LAW / UNREGISTERED TRADEMARKS

KIWI

NEW YORK NECKPAK