

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM441876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steinway, Inc.		09/08/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Naxos of America, Inc.		
Street Address:	1810 Columbia Ave.		
Internal Address:	Suite 28		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37064		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78114548	ARKIVMUSIC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6154653773		
Email:	fgraves@naxosusa.com		
Correspondent Name:	Franklin Graves		
Address Line 1:	1810 Columbia Ave.		
Address Line 2:	Suite 28		
Address Line 4:	Franklin, TENNESSEE 37064		
NAME OF SUBMITTER:	Franklin Graves		
SIGNATURE:	/Franklin Graves/		
DATE SIGNED:	09/05/2017		
Total Attachments: 5			
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OP \$40.00 78114548

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of this 8th day of September, 2015, by and between Steinway, Inc., d/b/a Steinway & Sons, a Delaware corporation ("Assignor"), and Naxos of America, Inc., a New Jersey corporation ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to a certain U.S. trademark and service mark filed with the United States Trademark Office, as listed in Exhibit A (the "Mark");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.
2. Assignor represents and warrants that:
 - a. Assignor owns the entire right, title and interest in and to the Mark;
 - b. The registration for the Mark is currently valid and subsisting and in full force and effect;
 - c. Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;
 - d. There are no liens or security interests against the Mark;
 - e. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - f. Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreements to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.
3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and

deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.


4. This Agreement is executed in conjunction with the Asset Purchase Agreement, dated September 8, 2015, by and between the parties, under which the purchase price includes consideration for this Agreement.
5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
6. Miscellaneous.
 - a. This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
 - b. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of New York, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of New York. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
 - c. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
 - d. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

[Signatures on following page]

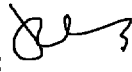
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

ASSIGNEE:

By: 

Eric Feidner, Senior Vice President

By: 

Jeff Van Driel, CEO

EXHIBIT A

<u>Serial No.</u>	<u>Country</u>	<u>Title/Mark</u>	<u>File Date</u>	<u>REG. No.</u>	<u>Reg. Date</u>
78114548	U.S.	ARKIVMUSIC	3/13/2002	2672315	1/7/2003

EXHIBIT B

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, Steinway, Inc., d/b/a Steinway & Sons, a Delaware corporation ("Assignor") owns all the right, title and interest in and to the federal trademark registration of the mark identified in Schedule A hereto (the "Mark"); and

WHEREAS, Naxos of America, Inc., a New Jersey corporation ("Assignee") desires to acquire all right, title and interest in and to the Mark, the registration thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

September 8, 2015
Date

ASSIGNOR:



By: _____
Eric Feidner, Senior Vice President