

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drum Workshop, Inc.		12/20/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rhythm Band Instruments, LLC		
Street Address:	P. O. Box 165117		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76161-5117		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2584704	TOCA	
CORRESPONDENCE DATA			
Fax Number:	4142770656		
<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:	4142716560		
Email:	mkeipdocket@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	100 E. Wisconsin Avenue, Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	212982-9022-001 (US01)		
NAME OF SUBMITTER:	Laura M. Konkel		
SIGNATURE:	/Laura M. Konkel/		
DATE SIGNED:	01/09/2019		
Total Attachments: 18			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of December 20, 2016, is made by Drum Workshop, Inc. a California Corporation, ("**Seller**"), in favor of Rhythm Band Instruments, LLC, a Texas limited liability company ("**Buyer**"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer and Seller, dated as of December 20, 2016 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Trademark Office and as may be applicable, now or in the future, with the United States Copyright Office, the United State Patent Office and/or corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**");

(a) any inventions (and all issuances, extensions and renewals thereof) that, as applicable, may be patentable subject-matter as set forth on Schedule 1 (the "**Patents**");

(b) the trademarks forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyrights set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the "**Copyrights**");

(d) the domain registration set forth on Schedule 4 (the "**Domain**");

(e) any and all trade secrets of Seller and as set forth more particularity in Schedule 5

(f) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for the Commissioner for Trademarks and as may be applicable, the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. All capitalized terms not defined herein shall have those meanings ascribed to them in the Asset Purchase Agreement.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to

this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Drum Workshop, Inc.

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

Rhythm Band Instruments, LLC

By: *[Signature]*

Name: *Jan Vanderploeg*

Title: *Chairman and Treasurer*

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Drum Workshop, Inc.

By: Ch Lombardi

Name: Chas Lombardi

Title: Pres/CEO

AGREED TO AND ACCEPTED:

Rhythm Band Instruments, LLC

By: _____

Name:

Title:

SCHEDULES

SCHEDULE 1

ASSIGNED PATENTS

ANY INVENTION THAT MAY BE PATENTABLE SUBJECT-MATTER THAT IS INCLUDED IN, OR REASONABLY RELATES TO OR ARISES OUT OF, THE TRANSFERRED ASSETS.

SCHEDULE 2

ASSIGNED TRADEMARKS

**ALL OF THOSE TRADEMARKS LISTED ON SCHEDULE 3.9(A) OF THE
ASSET PURCHASE AGREEMENT**

SCHEDULE 3

ASSIGNED COPYRIGHTS

ANY AND ALL COPYRIGHTABLE MATERIALS RELATING TO, OR ARISING
OUT OF, THE TRANSFERRED ASSETS.

SCHEDULE 4

ASSIGNED DOMAINS

**ALL OF THOSE DOMAIN NAMES LISTED ON SCHEDULE 3.9(A) OF THE
ASSET PURCHASE AGREEMENT, NAMELY THE FOLLOWING:**

tocapercussion.com
tocapercussion.co.uk
tocapercussion.es
tocapercussion.eu
tocapercussion.fr
tocapercussion.nl
tocapercussion.se
tocapercussioneurope.com

SCHEDULE 5

ASSIGNED TRADE SECRETS

ANY AND ALL TRADE SECRETS DIRECTLY RELATING TO THE TRANSFERRED ASSETS, INCLUDING WITHOUT LIMITATION THE CUSTOMER LISTS, VENDOR INFORMATION, SOURCING, PRICING INFORMATION, AND TECHNIQUES, PROCESSES AND KNOW-HOW AND ALL OTHER MATTERS REASONABLY DIRECTLY RELATED TO THE BUSINESS.

STRICTLY CONFIDENTIAL

ASSET PURCHASE AGREEMENT

between

Drum Workshop, Inc.

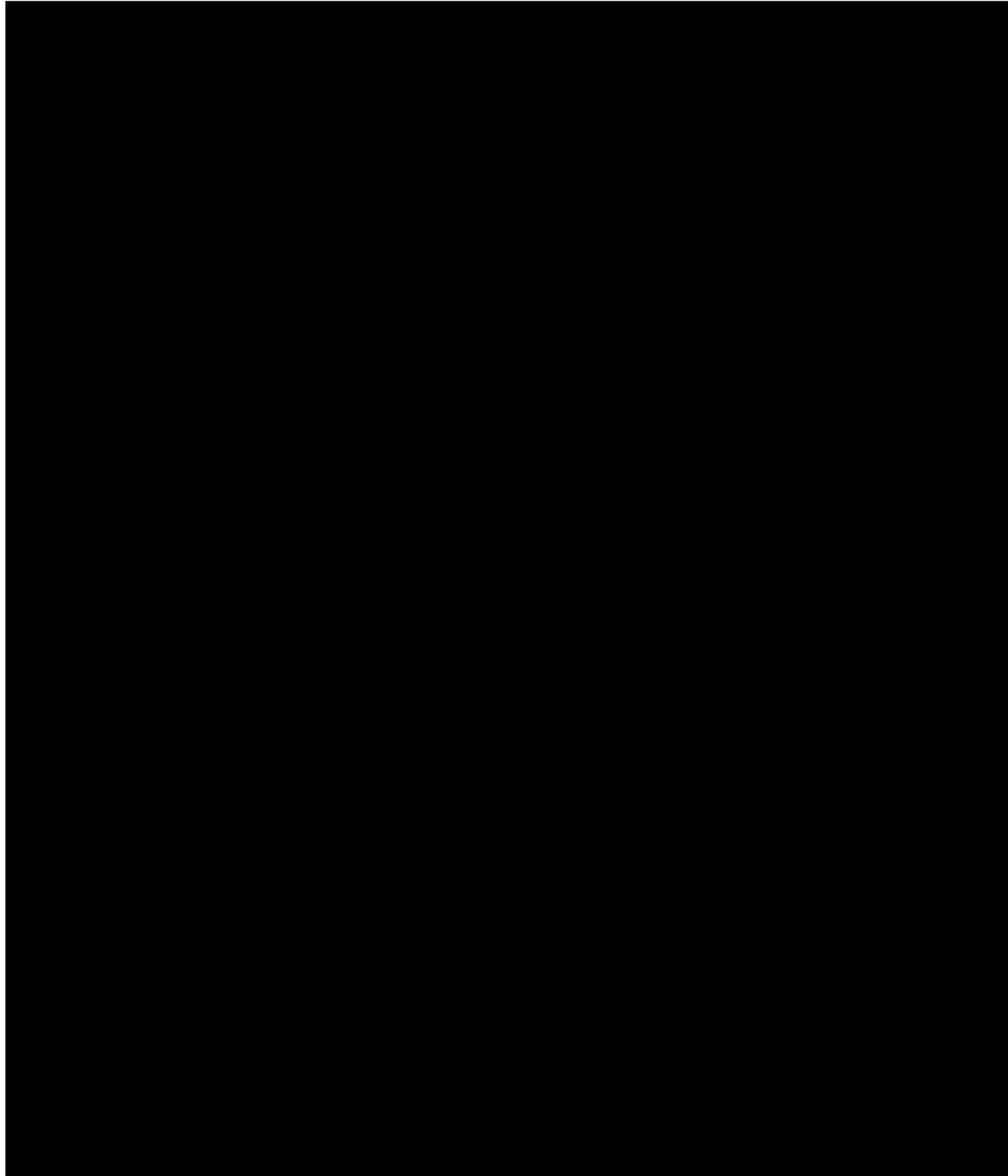
as Seller

and

Rhythm Band Instruments, LLC

as Buyer

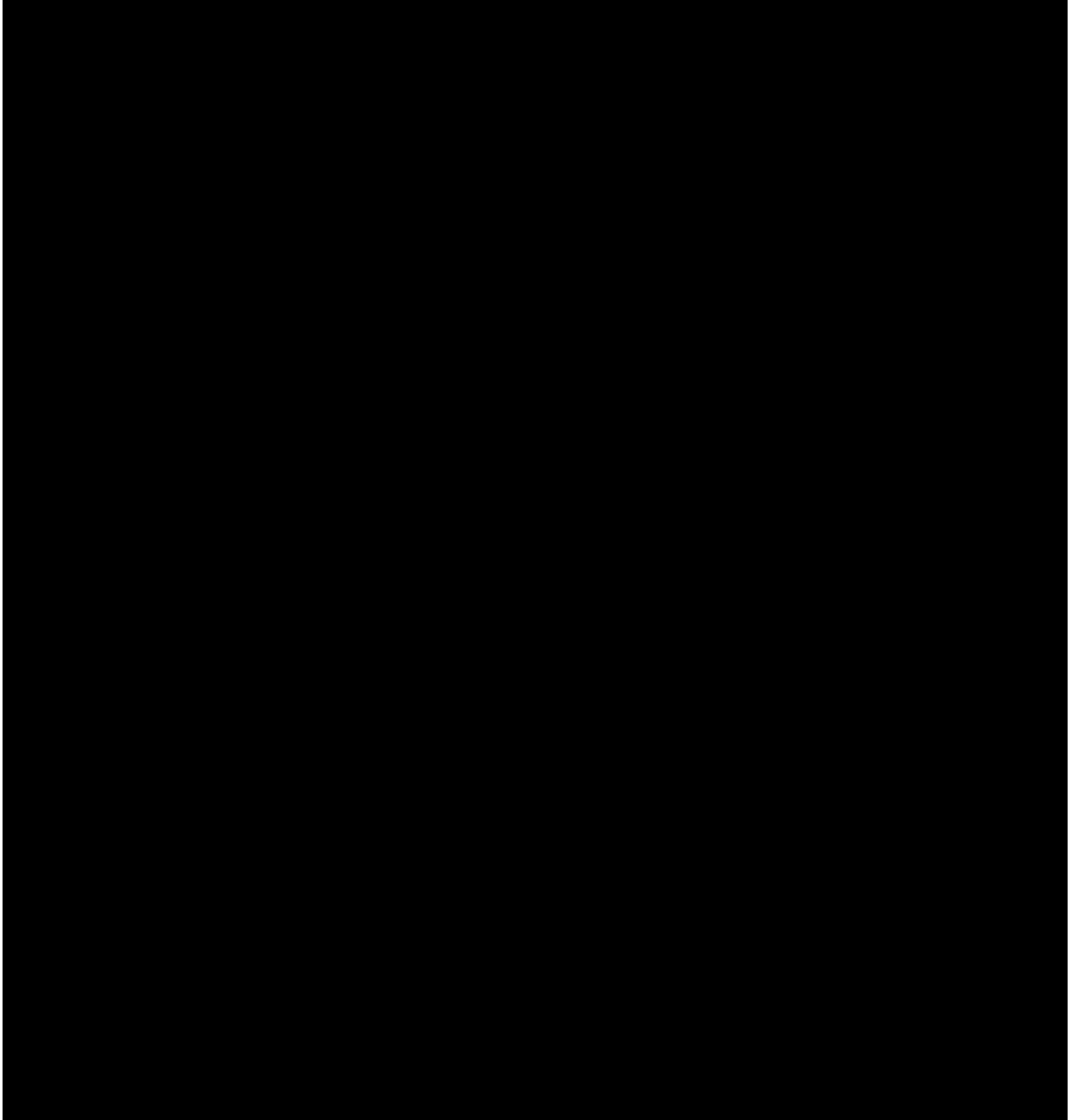
Dated as of December 20, 2016



“Intellectual Property” means all of the following anywhere in the world and all legal right, title or interest in the following arising under Law: (i) patents, copyrights, trademarks, service marks, brand names, certification marks, collective marks, d/b/a’s, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and

all other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same (collectively, "Trademarks"); and (ii) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilations of information, computer software and similar items), copyrights therein and thereto, registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof.

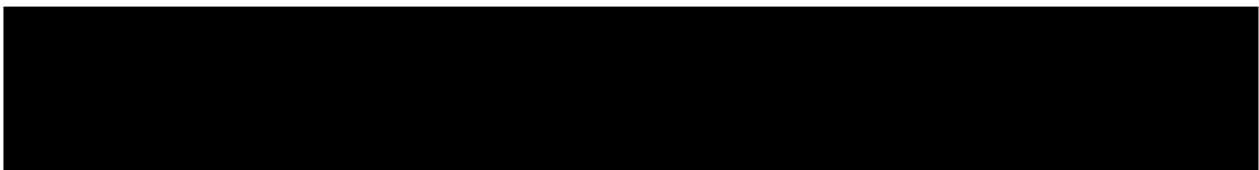
"Intellectual Property Assignment" means an intellectual property assignment, to be entered into between Seller and Buyer as of the date hereof.



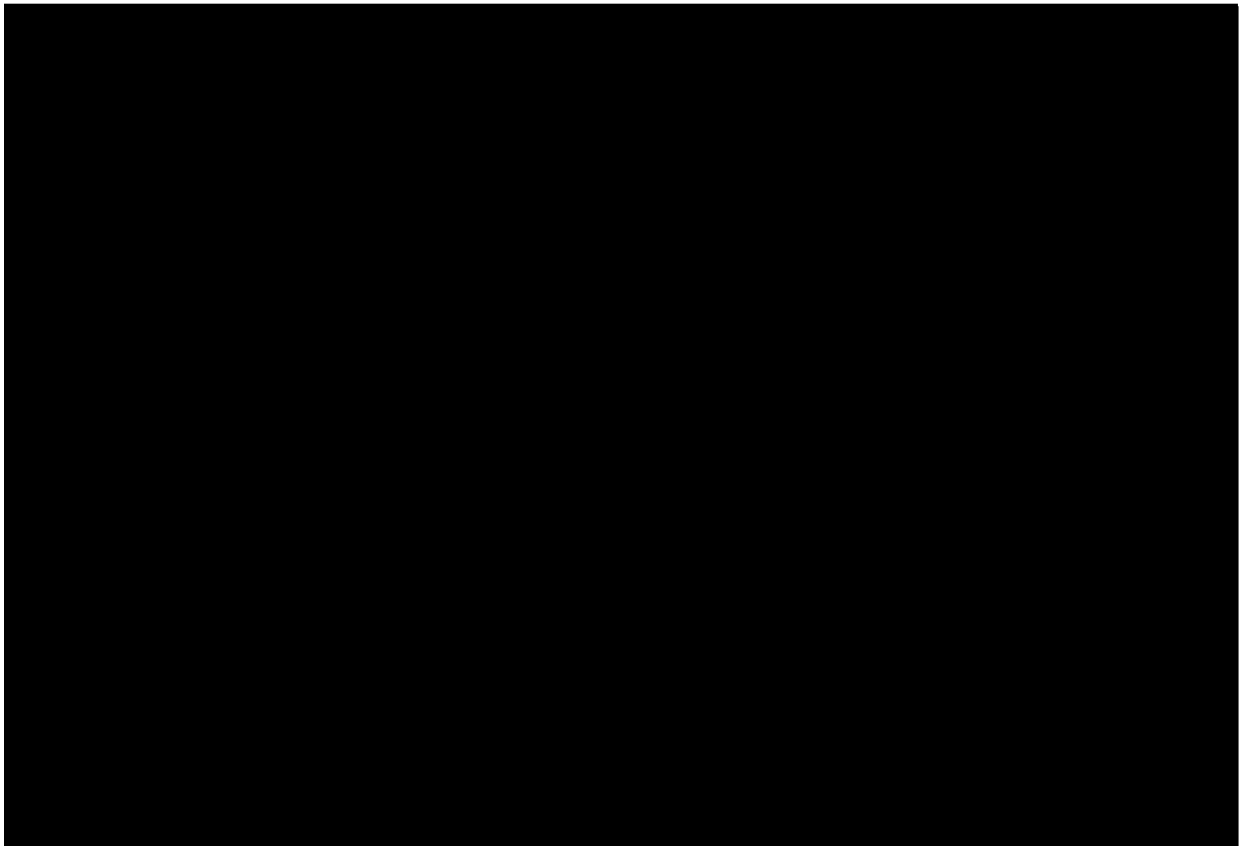


ARTICLE II

PURCHASE AND SALE OF THE BUSINESS

Section 2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth herein, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller all of Seller's right, title and interest, as of the Closing, in and to the following assets, whether tangible or intangible, real, personal or mixed, except for the Excluded Assets, free and clear of all Encumbrances (collectively, the "Transferred Assets"): 

(c) Transferred Intellectual Property, together with all claims for damages by reason of any past infringements or misappropriations thereof and all tangible embodiments;



IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

DRUM WORKSHOP, INC.

By: Ch D. Lombardi

Name: Christopher D. Lombardi

Title: President & Chief Executive Officer

RHYTHM BAND INSTRUMENTS, LLC

By: _____

Name: Jon Vanderploeg

Title: Chairman & Treasurer

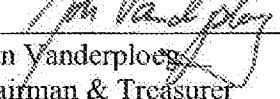
[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

DRUM WORKSHOP, INC.

By: _____
Name: Christopher D. Lombardi
Title: President & Chief Executive Officer

RHYTHM BAND INSTRUMENTS, LLC

By:  _____
Name: Jon Vanderploeg
Title: Chairman & Treasurer

[Signature Page to Asset Purchase Agreement]

APP/CLASS REFERENCE	STATUS	REGISTRATION NO.	DOCKET NUMBER	PROBABLE TRADE NAME / TITLE	TYPE	APPLICANT NUMBER	FILE DATE	REGISTRATION DATE	REGISTRATION DATE (EFFECTIVE)	CLASS	STATUS	DESCRIPTION
3.9.a.2	PENDING		271K-57-120CN	TOPA	wordmark	76/144203	11/Oct/2009	25/Nov/2012	25/Mar/2012	USA	15	Perussion music instruments and accessories, namely, drums, tom-toms, tambourines, conga, rattle and practice pads, timbals, shakers, maracas, balle blocks, tambourines, jingle sticks, cacasas, gourd, claves, cymbals, castanets, shagsticks, triangles, catarifes,
	GRANTED	2584796	271K-47-120	TOPA	wordmark							
	GRANTED	9143603	271K-57-120CTM	TOPA	wordmark	9143603	17/Nov/2010	15/Oct/2013	17/Nov/2010	CHINA	15	Physical instruments.
	GRANTED	IPMAD00422303	271K-57-120ID	TOPA	wordmark and font	D002011040029	8/Dec/2011	8/Dec/2013	8/Dec/2011	DOMINICAN REPUBLIC	15	Physical instruments and accessories for
	GRANTED	2088934	271K-57-120IN	TOPA	wordmark	2088934	17/Nov/2010	14/Oct/2012	17/Nov/2010	INDIA	15	Physical instruments and accessories for
	GRANTED	4098688/28000	271K-57-120SR	TOPA	wordmark	40920110585386	12/Nov/2011	6/Aug/2013	6/Aug/2013	SOUTH KOREA	15	Physical instruments and accessories for
	GRANTED	1227893	271K-57-120MK	TOPA	wordmark	1271871	15/Apr/2011	12/Nov/2011	15/Apr/2011	MEXICO	15	Musical instruments.
	GRANTED	4142289	271K-57-121JP	TOPA (Simplified)	wordmark and font	1998665198	18/Nov/2006	1/Apr/1998	18/Nov/2018	JAPAN	15	Guitars, guitar strings, cases, picks, straps, and other accessories for guitar, and other musical instruments. Articles auxiliary to musical performance.
	GRANTED	4297888	271K-57-121CN	SPENERGY	wordmark	11671717404081-GW	14/Oct/2007	13/Oct/2017	13/Oct/2017	CHINA	15	Physical instruments, in particular percussion instruments, bells, tambourines, shimes, castanets, whistles, pinces and grand pianos, symbols and dildoes; mounts for drums and other musical instruments; installation.
3.9.a.11	PENDING		271K-67-120CN	TOPA, CHINA INVESTIGATION-THIRD CATEGORY	Investigation	N/A	10/Nov/2015			N/A	15	

Schedule 3.9(a) (Continued)
Transferred Internet Domain Names

tocapercussion.com
tocapercussion.co.uk
tocapercussion.es
tocapercussion.eu
tocapercussion.fr
tocapercussion.nl
tocapercussion.se
tocapercussioneuropa.com