

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517490

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kimball Piano USA, Inc.		03/29/2019	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kimball Piano USA, Inc.		
<b>Street Address:</b>	3415 W. Diversey Ave. #124		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60647		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4140951	KIMBALL	
<b>Registration Number:</b>	3548924	TECHNICS	
<b>Registration Number:</b>	5486208	TECHNICS	
<b>Registration Number:</b>	3619054	HERRBURGER BROOKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	edwardrichards@juno.com		
<b>Correspondent Name:</b>	Edward Richards		
<b>Address Line 1:</b>	3415 W. Diversey Ave. #124		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60647		
<b>NAME OF SUBMITTER:</b>	Edward F. Richards		
<b>SIGNATURE:</b>	/Edward F. Richards/		
<b>DATE SIGNED:</b>	04/04/2019		
<b>Total Attachments: 2</b>			
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## Assignment of Trademarks

WHEREAS, Kimball Piano USA, Inc. a Nevada Corporation with a place of business at 3415 W. Diversey Ave. #124 Chicago, IL 60647 USA ("Assignor") has developed a business pertaining to the use in commerce of the KIMBALL, TECHNICS, HERRBURGER BROOKS, and iPiano trademarks in association with musical instruments, together with all of its common law rights therein and all of its goodwill appurtenant thereto, including the following properties:

1. **KIMBALL** (non-stylized lettering) United States Registration No. 4,140,951;
2. **TECHNICS** (non-stylized lettering), United States Registration No. 3,548,924;
3. **TECHNICS** (non-stylized lettering), United States Registration No. 5,486,208;
4. **HERRBURGER BROOKS** (non-stylized lettering) United States Registration No. 3,619,054;  
Nos. 1-4 collectively referred to herein as the "United States Registrations"
5. **KIMBALL**, China Registration No. 3519182
6. **HERRBURGER BROOKS**, China Registration No. 8948669
7. **iPiano**, China Registration No. 5071600  
Nos. 5-7 collectively referred to herein as the "China Registrations"

WHEREAS, Kimball Piano USA, Inc., an Illinois Corporation with a place of business at 3415 W. Diversey Ave. #124 Chicago, IL 60647 ("Assignee") wishes to acquire all of Assignor's worldwide right, title, and interest in and to the KIMBALL, TECHNICS, HERRBURGER BROOKS, and iPiano trademarks, including all of its existing right, title, and interest in and to the seven (7) properties listed above together with all of its common law rights therein and all of its goodwill appurtenant thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees as follows:

- A. Assignor hereby assigns and transfers to Assignee all of its worldwide right, title and interest in and to the KIMBALL, TECHNICS, HERRBURGER BROOKS, and iPiano trademarks, including without limitation: (i) the United States Registrations, (ii) the China Registrations, (iii) all of Assignor's common law, state, federal, national, and international rights therein, including the goodwill of the business symbolized thereby as well as all other rights, if any, which Assignor may have in the words KIMBALL, TECHNICS, HERRBURGER BROOKS, and iPiano trademarks alone or in connection with other words or designs, as a trade name, trademark or service mark.
- B. Assignor hereby warrants and represents that:

1. It has the right to transfer its rights in the KIMBALL, TECHNICS, HERRBURGER BROOKS, and iPiano trademarks, the United States Registrations, and the China Registrations, including without limitation all of its common law, state, federal, national, and international rights therein together with all of its goodwill appurtenant thereto, to Assignee; and
2. It has not assigned or licensed any of its rights in the KIMBALL, TECHNICS, HERRBURGER BROOKS, and iPiano trademarks to any other person or entity.
3. This Assignment cannot be terminated or amended, except by the written agreement of Assignee.
4. This Agreement shall be binding on assignor, as well as its successors and assigns, and shall inure to the sole and exclusive benefit of Assignee, its successors and assigns, and its present and future affiliated and subsidiary companies and licensees.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment by a duly authorized representative this 29th day of March, 2019.

ASSIGNOR:  
Kimball Piano USA, Inc. (a Nevada Corporation)

By: Edward F. Richards

Name: Edward F. Richards

Title: President

Date: March 29, 2019

STATE OF California

COUNTY OF San Diego

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn before me this 29<sup>th</sup> day of March, 2019 by Edward F. Richards

Ahmed Aziz  
Notary Public

May 20, 2020  
My Commission Expires

