

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM566809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H.W. Products, Inc.		11/11/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. Band & Orchestra Supplies Inc.		
Street Address:	1400 Ferguson Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63133		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1591943	H.W. PAD-SAVER	
Registration Number:	2438325	H.W. BRASS-SAVER	
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:	3148898000		
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:	064568-647680		
NAME OF SUBMITTER:	Brian B. Diekhoff		
SIGNATURE:	/Brian B. Diekhoff/		
DATE SIGNED:	03/12/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective November 11, 2018 (the “*Effective Date*”), by and between H. W. Products, Inc., (the “*Assignor*”) and U.S. Band & Orchestra Supplies, Inc. d/b/a/ St. Louis Music, (the “*Assignee*”).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated November 11, 2018, (the “*Agreement*”) which assigns the 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*”);

WHEREAS, Assignor confirms Assignee’s 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. Assignment. Effective as of the Effective Date, 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. Further Action. Assignor and Assignee shall use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or to cause to be done, all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment including execution of individual assignment documentation for filing with the authorities of each individual country; provided, that, as between the Parties, Assignee shall be responsible for the preparation and filing of such documents and other instruments that may be necessary to record or perfect Assignee’s right, title, and interest in and to the Marks (including without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.

3. Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form) in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

4. Conflict. If there is any conflict between the Agreement and this Assignment, each of the Agreement and this Assignment is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Agreement shall prevail and control.

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

H. W. Products, Inc. (Assignor)

By: Angela Koregelos
Name: Angela Koregelos
Title: Chief Executive Officer

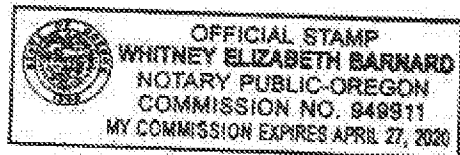
DATE: 09/19/19

State of Oregon)

County of Jackson)

Before me personally appeared Angela Koregelos, known to me to be the person who executed the foregoing instrument, and acknowledged the execution and delivery thereof, under his seal, for the uses and purposes therein set forth, on the day and year aforesaid.

Whitney Elizabeth Barnard
Notary Public



U.S. Band & Orchestra Supplies, Inc. (Assignee)

By: MR. [Signature]

Name: Mark Ragin

Title: Chief Executive Officer / President

DATE: JAN 31, 2020

State of Missouri

County of St. Louis SS

Before me personally appeared Mark Ragin, known to me to be the person who executed the foregoing instrument, and acknowledged the execution and delivery thereof, under his seal, for the uses and purposes therein set forth, on the day and year aforesaid.



BRUCE E. HOPSON
My Commission Expires
February 23, 2021
St. Louis County
Commission #12388670

[Signature]
Notary Public

EXHIBIT A

Trademarks

H.W. PRODUCTS

H.W. FINISH SAVER

Registered Trademarks

Mark/Name	Country	App. No. Reg. No.
<u>H.W. PAD-SAVER</u>	United States	RN: 1591943 SN: 73817435
<u>H.W. BRASS- SAVER</u>	United States	RN: 2438325 SN: 75886331
<u>H.W. PAD-SAVER</u>	Canada	RN: TMA704929 AN: 1315145
<u>H.W. PAD-SAVER</u>	European Union	RN: 000469403 AN: 000469403
<u>H. W. BRASS- SAVER</u>	European Union	RN: 001709575 AN: 001709575