

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHYTHM BAND INSTRUMENTS INCORPORATED		01/02/2008	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	RHYTHM BAND INSTRUMENTS ACQUISITION, LLC		
Street Address:	1227 W. Magnolia Ave. Suite 300		
City:	FORT WORTH		
State/Country:	TEXAS		
Postal Code:	76104		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1664075	CHROMAHARP	
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:	790 N Water Street, Suite 2500		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	212982-9006-US01		
NAME OF SUBMITTER:	Laura M. Konkel		
SIGNATURE:	/Laura M. Konkel/		
DATE SIGNED:	08/17/2021		
Total Attachments: 11			
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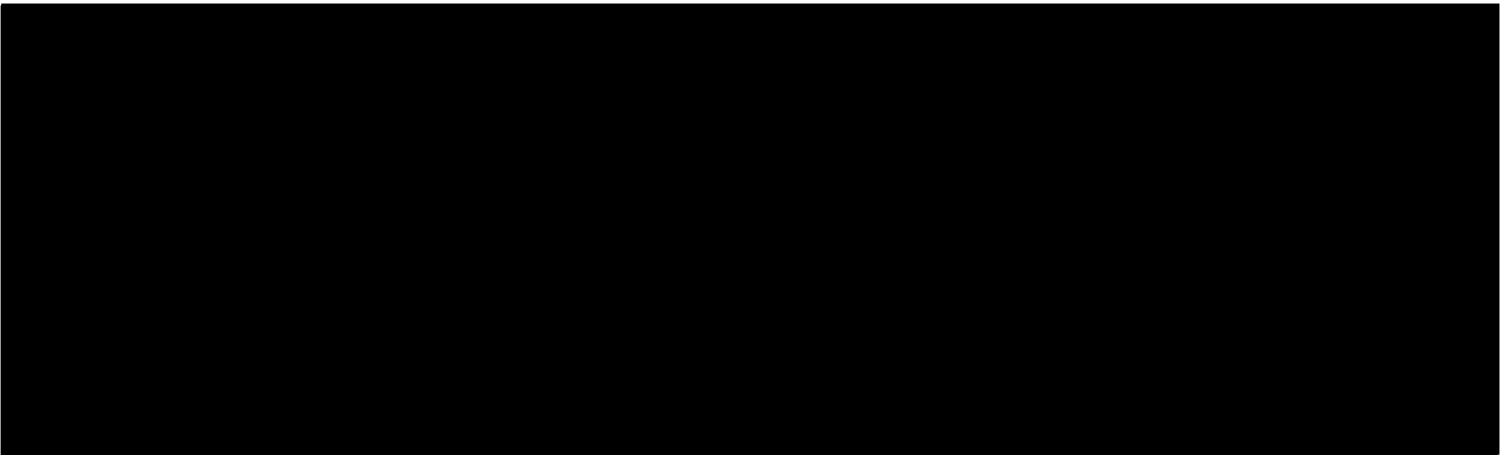
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into in Fort Worth, Tarrant County, Texas on this the 2nd day of January, 2008 (the “**Execution Date**”) by, between and among RHYTHM BAND INSTRUMENTS INCORPORATED, a Texas corporation (the “**Seller**”), RHYTHM BAND INSTRUMENTS ACQUISITION, LLC, a Texas limited liability company (the “**Purchaser**”), ROBERT BERGIN, an individual resident of Tarrant County, Texas (“**Bergin**”), and FLORA BREWER, an individual resident of Tarrant County, Texas (“**Brewer**”).

RECITALS

WHEREAS, Seller is currently engaged in the business of (i) marketing, selling and distributing musical instruments and related materials primarily to elementary schools and school districts, day care facilities and catalog distributors throughout the United States of America, Great Britain and Canada, and (ii) providing services in connection with the matters described in clause (i) above (collectively, the “**Acquired Business**”);



WHEREAS, Seller owns or leases certain assets used in the operation of the Acquired Business as more particularly described in this Agreement;

WHEREAS, Seller desires to sell such assets to Purchaser, and Purchaser desires to acquire such assets from Seller, subject to the terms and conditions set forth in this Agreement;

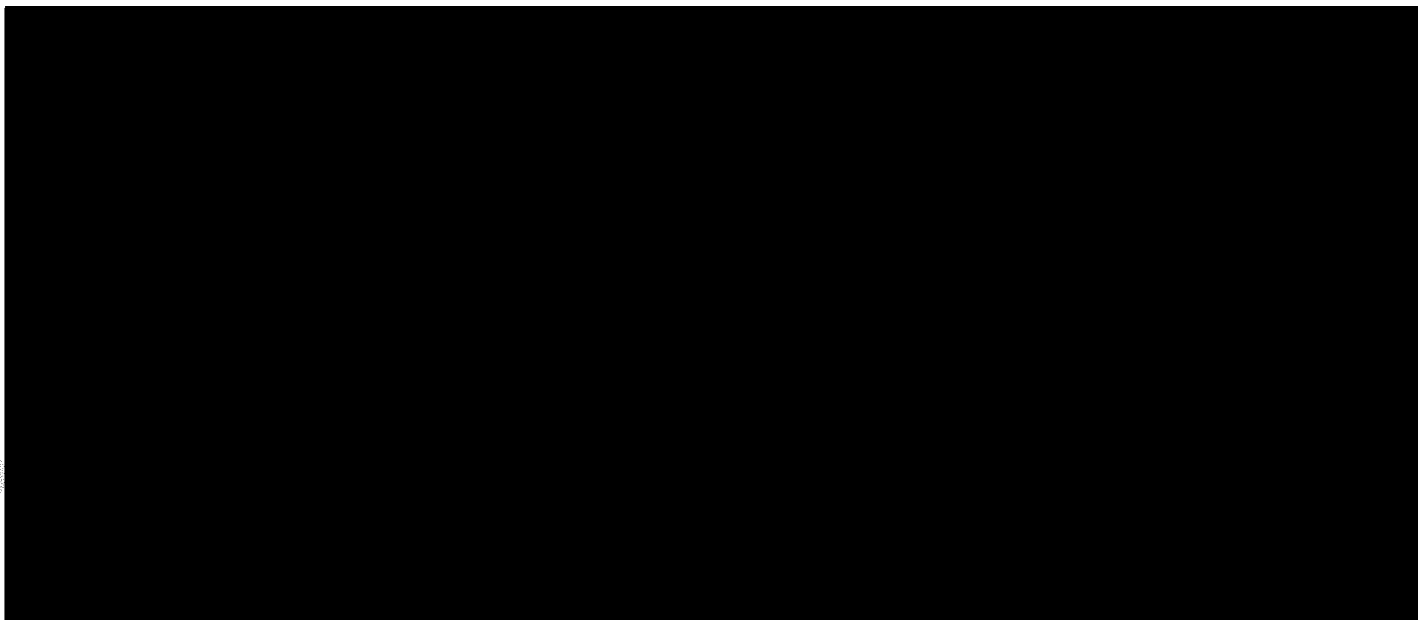
WHEREAS, the respective Boards of Directors of Seller and Purchaser have determined that the transactions contemplated by this Agreement are desirable and in the best interests of such entities and their respective shareholders; and

WHEREAS, the parties desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the consummation of the purchase and sale of the assets;

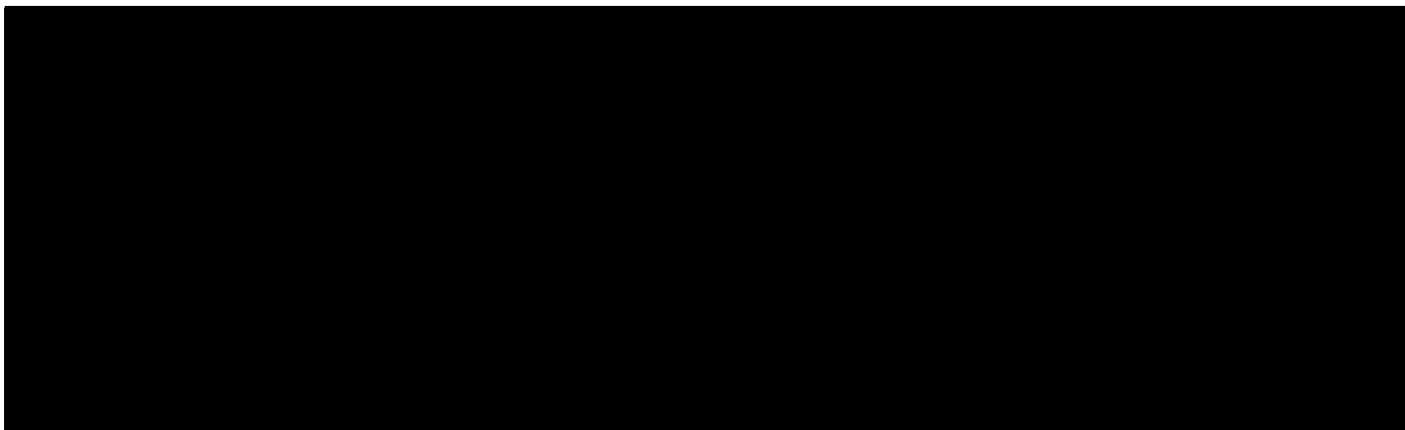
NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

**ARTICLE 1
TERMS OF THE TRANSACTION**

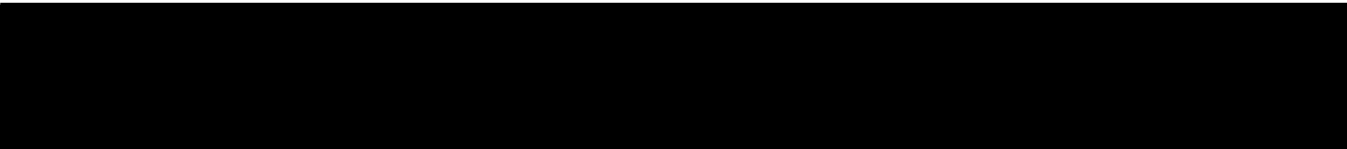
1.1 **Assets to be Transferred.** At the Closing, and on the terms and subject to the conditions set forth in this Agreement, Seller shall sell, assign, transfer, deliver and convey to Purchaser, and Purchaser shall purchase from Seller, all assets owned by Seller and associated with, related to or employed in the operation of the Acquired Business including those set forth on Seller's Unaudited Balance Sheet, dated June 30, 2007, with only such changes therein as have occurred in the Ordinary Course of Business (as hereinafter defined) (other than the Excluded Assets), which assets being transferred to Purchaser hereunder shall include, without limitation, the following assets and properties of Seller existing on the Closing Date:



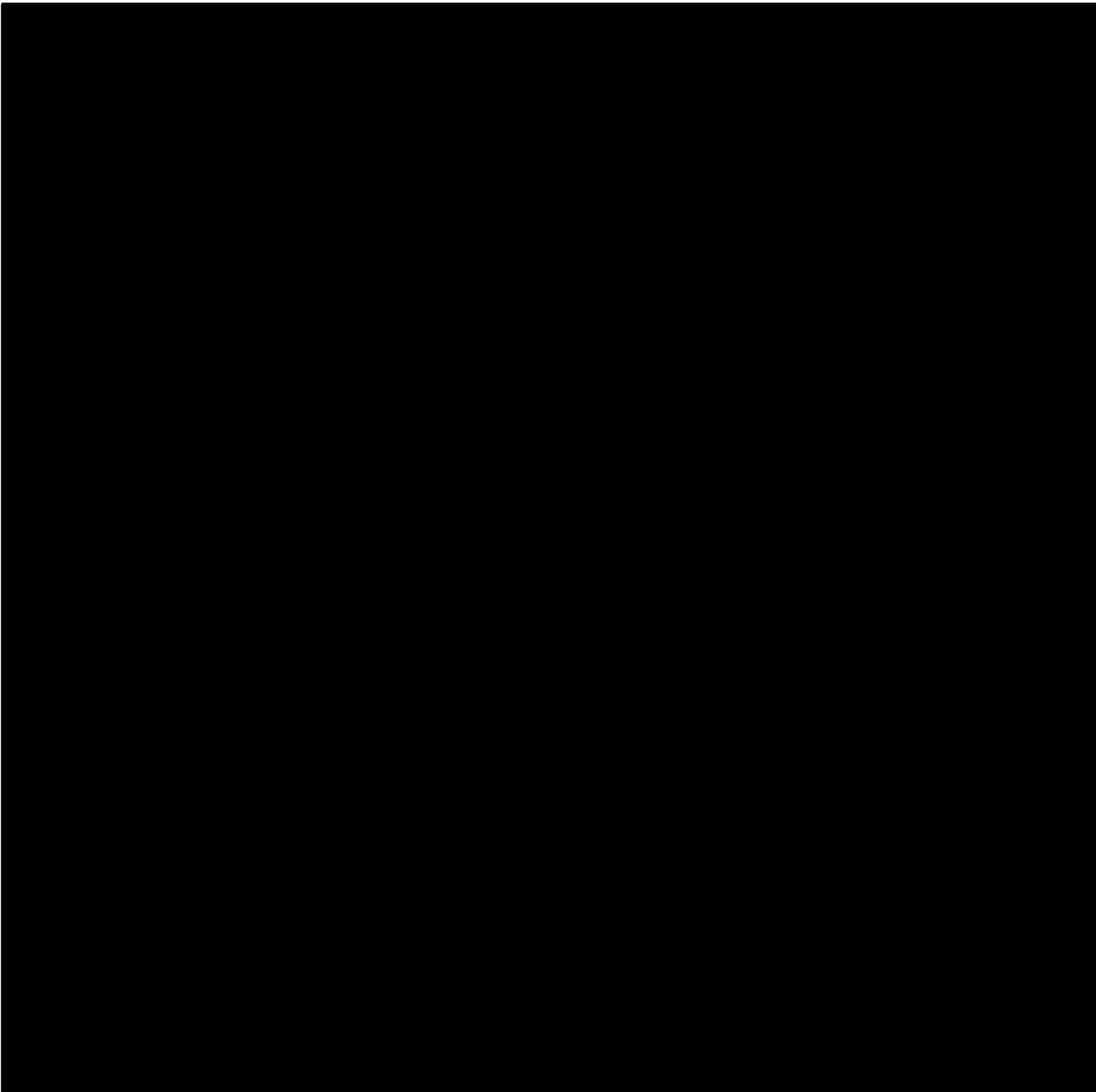
(e) **Intellectual Property.** All Intellectual Property (as hereinafter defined) owned by Seller relating to, or used in connection with the operation of the Acquired Business, including the Intellectual Property identified in the Disclosure Schedule;



(j) **Name and Goodwill.** The interests of Seller in and to the name "Rhythm Band Instruments" and any variation thereof, and any goodwill relating to the Acquired Business;



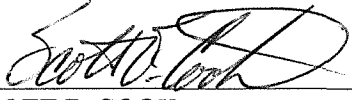
“Intellectual Property” means patents, trademarks, service marks, trade names, service names, brand names, copyrights, trade secrets, know-how, technology, inventions, computer software (including documentation and object and source codes), and logos, slogans, marketing plans, sales and promotional material, telephone numbers, facsimile numbers, and similar rights, and all registrations, applications, licenses and rights with respect to any of the foregoing.



IN WITNESS WHEREOF, each of the corporate or entity parties hereto has caused this Agreement to be executed and delivered by its duly authorized officers or trustees, as applicable, and in the case of the Controlling Shareholders, by each Controlling Shareholder, as of the day and year first above written.

PURCHASER:

**RHYTHM BAND INSTRUMENTS
ACQUISITION, LLC**

By: 
SCOTT F. COOK,
President

SELLER:

**RHYTHM BAND INSTRUMENTS
INCORPORATED**

By: _____
FLORA BREWER
Vice President and Chief Financial Officer

CONTROLLING SHAREHOLDERS:

BERGIN:

ROBERT BERGIN

BREWER:

FLORA BREWER

IN WITNESS WHEREOF, each of the corporate or entity parties hereto has caused this Agreement to be executed and delivered by its duly authorized officers or trustees, as applicable, and in the case of the Controlling Shareholders, by each Controlling Shareholder, as of the day and year first above written.

PURCHASER:

**RHYTHM BAND INSTRUMENTS
ACQUISITION, LLC**

By: _____

SCOTT F. COOK,
President

SELLER:

**RHYTHM BAND INSTRUMENTS
INCORPORATED**

By: _____


FLORA BREWER
Vice President and Chief Financial Officer

CONTROLLING SHAREHOLDERS:

BERGIN:

Robert Bering

ROBERT BERGIN

BREWER:

Flora Brewer

FLORA BREWER

**GENERAL CONVEYANCE, ASSIGNMENT AND
BILL OF SALE AND TRANSFER AND
ASSUMPTION OF ASSUMED LIABILITIES**

This General Conveyance, Assignment and Bill of Sale and Transfer and Assumption of Assumed Liabilities (the "**Conveyance**"), is made and entered into as of January 2, 2008 (the "**Effective Date**"), by and between RHYTHM BAND INSTRUMENTS INCORPORATED, a Texas corporation (the "**Grantor**"), and RHYTHM BAND INSTRUMENTS ACQUISITION, LLC, a Texas limited liability company (the "**Grantee**").

RECITALS:

WHEREAS, Grantor owns and/or leases certain assets used in the business of (i) marketing, selling, and distributing musical instruments and related materials primarily to elementary schools and school districts, day care facilities and catalog distributors throughout the United States of America, Great Britain and Canada and (ii) providing services in connection with the matters described in clause (i) above (collectively, the "**Acquired Business**"), as more particularly described in the Asset Purchase Agreement dated January 2, 2008 by and among Grantor, the Controlling Shareholders of Grantor, and Grantee (the "**Agreement**");

WHEREAS, Grantor desires to sell such assets to Grantee, and Grantee desires to acquire such assets, upon the terms and subject to the conditions set forth in the Agreement;

WHEREAS, Sections 5.2(b) and 5.3(c) of the Agreement provides that Grantor and Grantee shall execute, acknowledge and deliver to the other a General Conveyance, Assignment and Bill of Sale and Transfer and Assumption of Assumed Liabilities relating to (i) the conveyance of the Assets and (ii) the assumption of the Assumed Liabilities (as defined in the Agreement); and

WHEREAS, this instrument is the General Conveyance, Assignment and Bill of Sale and Transfer and Assumption of Assumed Liabilities provided for in Sections 5.2(b) and 5.3(c) of the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

**ARTICLE I
ADDITIONAL DEFINITIONS**

Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

**ARTICLE II
TRANSFER OF ASSETS**

Grantor has SOLD, TRANSFERRED, GRANTED, CONVEYED and ASSIGNED, and by these presents does hereby SELL, TRANSFER, GRANT, CONVEY and ASSIGN, as of the Closing, the Assets unto Grantee, subject to the terms and provisions of the Agreement; TO HAVE AND TO HOLD the Assets, together with all and singular the rights thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby warrant and covenant that (1) Grantor is the sole owner of the Assets, and (2) that the Assets are so owned, free and clear of all Encumbrances of any kind other than Permitted Encumbrances and Grantor does hereby bind itself, its successors and assigns to WARRANT AND

FOREVER DEFEND the title to the Assets unto Grantee, its successors and assigns from and against every person claiming the same or any part thereof.

Grantor hereby irrevocably constitutes and appoints Grantee, its successors and assigns, and each of them, the true and lawful attorney of Grantor with full power of substitution and gives and grants unto Grantee, its successors and assigns, and each of them, full power and authority in the names of Grantor, its successors and assigns, at any time and from time to time to demand, sue for, recover, receive, compound, acquit, release and discharge any and all rights, demands, monies, claims and choses in action of every kind and description whatsoever arising out of, incident to or in connection with the Assets and to make acquittance or other proper discharge with respect thereto.

ARTICLE III ASSUMPTION OF ASSUMED LIABILITIES

As of the Closing, and in accordance with and subject to the terms and provisions of the Agreement, Grantee hereby assumes and agrees to pay or perform the Assumed Liabilities (including the Assumed Contracts) accruing from and after the date hereof but not prior hereto and to hold harmless Grantor from any Assumed Liability. Notwithstanding the preceding, Grantee shall not be obligated or responsible for or otherwise assume any of the Excluded Liabilities as defined in Section 1.7 of the Agreement, and all Excluded Liabilities are expressly retained by Grantor. Grantor shall perform, discharge or otherwise satisfy all Excluded Liabilities, and Grantor shall defend, indemnify and hold harmless Grantee and its successors and assigns from and against all Excluded Liabilities.

ARTICLE IV SPECIAL COVENANTS AND AGREEMENTS

Notwithstanding the provisions of Article II hereof, this Conveyance shall not constitute an assignment to Grantee of any Asset if an attempted assignment of the same without the consent of any party would constitute a breach thereof or a violation of any law or any judgment, decree, order, writ, injunction, rule or regulation of any Governmental Entity unless and until such consent shall have been obtained. In the case of any Assets which cannot effectively be transferred to Grantee without the consent of any Governmental Entity or any other person, the applicable provisions of the Agreement shall control the respective rights and obligations of Grantor and Grantee with respect to any such Assets.

ARTICLE V MISCELLANEOUS

5.1 **Further Assurances.** Without limiting the provisions of Article II above, Grantor and Grantee from time to time after the Effective Date and without further consideration, upon request of Grantor or Grantee, as the case may be, or their respective successors or assigns, covenant and agree to execute and deliver to Grantor or Grantee, as the case may be, all such other and additional instruments and other documents, and to take all other actions, as may be reasonably necessary to more fully assure to (a) Grantee or Grantee's successors or assigns, all of the Assets herein and hereby granted or intended to be so and the performance of all obligations of Grantor herein, including, without limitation, executing separate assignments of individual Permits which are included in the Assets and which are reasonably necessary or desirable to facilitate the recognition of Grantee's ownership of the Assets by all third parties and applicable Governmental Entities, or (b) Grantor or Grantor's successors or assigns, the assumption by Grantee of all of the Assumed Liabilities herein and hereby assumed or intended to be so and the performance of all obligations of Grantee herein. Such separate assignments, instruments or other documents (i) shall evidence the conveyance and assignment of the applicable Assets and the assumption of the Assumed Liabilities herein made and shall not

constitute an additional conveyance or assignment of the Assets or assumption of the Assumed Liabilities, as applicable, (ii) are not intended to modify, and shall not modify, any of the terms, covenants and conditions herein set forth, and (iii) shall be deemed to contain all of the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in the separate assignments. Furthermore, Grantor and Grantee agree to execute, acknowledge and/or deliver subsequent to the date hereof such other instruments, documents and other materials, as Grantor or Grantee, as the case may be, may reasonably request in order to effectuate the consummation of the transactions contemplated hereby.

5.2 **No Lien or Right of Rescission.** Without limiting any right to monetary damages or specific performance other than as set forth in the Agreement, Grantor expressly waives and releases any vendor's lien, superior title or right of rescission which might inure to its benefit with respect to the Assets in connection with this Conveyance or the Agreement.

5.3 **Scope of Conveyance.** This Conveyance is expressly subject to the Agreement.

5.4 **Applicable Law.** The choice of law provisions contained in Section 8.7 of the Agreement shall be applicable to this Conveyance and are incorporated herein for such purpose.

5.5 **Successors and Assigns.** All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

5.6 **Expenses.** Each of the Grantor and Grantee shall assume and bear all expenses, costs and fees incurred or assumed by such party in the preparation and execution of this Conveyance, or in compliance with and in performance of the Conveyance.

5.7 **Headings.** The headings of articles, sections and other subdivisions of this Conveyance have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof or affect in any way the meaning or interpretation of this Conveyance.

5.8 **Negotiated Transaction.** All provisions of this Conveyance were negotiated by the parties hereto and this Conveyance shall be deemed to have been drafted by each of the parties hereto.

5.9 **No Third Party Beneficiary.** Nothing expressed or mentioned in this Conveyance is intended to or shall be construed to give any person, corporation or other entity, other than the parties hereto and their respective successors and assigns, any legal or equitable right or claim under or in respect of this Conveyance or any provision herein contained.

5.10 **Mail.** Grantor hereby authorizes Grantee and its successors and assigns to receive and open all mail, telegrams, electronic mail and other communications, and all express or other packages addressed to Seller and to retain the same insofar as they relate to the Acquired Business or the Assets.

5.11 **Counterparts.** This Conveyance is being executed in several original counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same instrument.

(Signature Page Follows on Next Page)

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


GRANTOR:

RHYTHM BAND INSTRUMENTS
INCORPORATED:

By: _____
FLORA BREWER,
Vice President and Chief Financial Officer

GRANTEE:

RHYTHM BAND INSTRUMENTS
ACQUISITION, LLC:

By:  _____
SCOTT F. COOK,
President

(Signature Page Follows on Next Page)

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

GRANTOR:

RHYTHM BAND INSTRUMENTS
INCORPORATED:

By:



FLORA BREWER,
Vice President and Chief Financial Officer

GRANTEE:

RHYTHM BAND INSTRUMENTS
ACQUISITION, LLC:

By:

SCOTT F. COOK,
President