

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodstock Percussion, LLC		09/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	222 N. LaSalle Street, Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	1334340	CHIMES OF OLYMPOS	
Registration Number:	1334341	CHIMES OF PARTCH	
Registration Number:	1334298	SPORTO	
Registration Number:	1398465	WOODSTOCK CHIMES	
Registration Number:	1398466	W	
Registration Number:	1437242	CHIMALONG	
Registration Number:	1547291	CHIMES OF JAVA	
Registration Number:	1547292	CHIMES OF BALI	
Registration Number:	1697553	CHIMES OF KYOTO	
Registration Number:	1734887	GREGORIAN CHIMES	
Registration Number:	1842889	CHIMES OF WESTMINSTER	
Registration Number:	2019083	WOODSTOCK GARDEN BELLS	
Registration Number:	2401475	WOODSTOCK MUSIC COLLECTION	
Registration Number:	2436118	WOODSTOCK TEMPLE BELLS	
Registration Number:	2829684	ENCORE	
Registration Number:	2836211	ASLI ARTS	
Registration Number:	6041817	AMAZING GRACE	
Registration Number:	6288625	ZENERGY	

OP \$465.00 1334340

CORRESPONDENCE DATA**Fax Number:**

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.

Email: jbleskin@schiffhardin.com
Correspondent Name: Schiff Hardin LLP
Address Line 1: 233 S. Wacker Drive, Suite 7100
Address Line 2: Jennifer Bleskin
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jennifer Bleskin
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	09/13/2021

Total Attachments: 17

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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of September 2, 2021 by Woodstock Percussion, LLC, a Delaware limited liability company ("Woodstock"), in favor of The Huntington National Bank (successor by merger to TCF National Bank) ("Lender").

WITNESSETH:

WHEREAS, Sullivan Holding Company, a Delaware corporation ("Holdings"), Sullivan, Incorporated, a South Dakota corporation ("Sullivan"), Woodstock, Olive Woods, L.L.C., a New York limited liability company ("Olive Woods"); Sullivan and Woodstock are referred to herein, collectively, as the "Borrowers" and, individually, as a "Borrower"; Holdings, Borrowers and Olive Woods are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), and Lender have entered into that certain Amended and Restated Security Agreement dated as of September 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Security Agreement that, among other things, Woodstock execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Woodstock agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement referred to in the Security Agreement shall have the meanings ascribed to them the Credit Agreement. In the event of a conflict between the Security Agreement and this Agreement, the terms of the Security Agreement shall control.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of the Liabilities, Woodstock hereby grants to the Lender a security interest in and to all of Woodstock's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications,

together with the items described in clauses (a) through (d), inclusive, in which Woodstock now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the registered copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Woodstock now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all of Woodstock’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether Woodstock is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Woodstock and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent and Copyright Licenses”);

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the registered and applied-for trademarks and service marks listed on Schedule C attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Woodstock now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

(v) all of Woodstock’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Woodstock is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Woodstock and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as “Trademark Licenses”; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as “Licenses”); and

(vi) the goodwill of Woodstock’s business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. Woodstock agrees and covenants that until the Liabilities shall have been satisfied in full (other than (i) Unasserted Contingent Indemnification Claims, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to Lender) and the Credit Agreement shall have been terminated, Woodstock will not, without Lender's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Woodstock's obligations under this Agreement, and Woodstock further agrees and covenants that, other than with respect to any Patents, Marks, Copyrights or Licenses that are not material to the business of Woodstock, without Lender's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement. Woodstock agrees and covenants not to sell or assign its interest in the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Lender thereto.

4. Certain Covenants, Representations and Warranties of Woodstock. Woodstock covenants, represents and warrants that: (i) the Patents, Marks, and Copyrights that are owned by Woodstock and that are registered are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, and Copyrights that is owned by Woodstock and that is registered or for which an application for registration has been filed have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, and Copyrights that is owned by Woodstock and that is registered or for which an application for registration has been filed is, to the best of Woodstock's knowledge, valid and enforceable and Woodstock is unaware of any invalidating prior art (including public uses and sales) relative to such Patents, and is unaware of any impairments to such Patents, Marks, or Copyrights which would have a material adverse effect on the validity and/or enforceability of such Patents, Marks, or Copyrights; (iv) to the best of Woodstock's knowledge, no claim has been made that the use of any of the Patents, Marks, or Copyrights constitutes an infringement; (v) Woodstock owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights free and clear of any Liens and encumbrances of every kind and nature, in each case except for (A) rights granted by Woodstock pursuant to the nonexclusive licenses entered into in the ordinary course of business, (B) Liens and encumbrances in favor of Lender pursuant to this Agreement or the other Financing Agreements and (C) Permitted Liens; (vi) the Patents, Marks and Copyrights listed on Schedules A, B, and C constitute all such items in which Woodstock has any right, title or interest and that are registered or for which an application for registration has been filed; (vii) Woodstock has the unqualified right to enter into this Agreement and perform its terms; (viii) Woodstock will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to Woodstock's business); and (ix) Woodstock will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full (other than (i) Unasserted Contingent Indemnification Claims, and (ii)

Banking Services Liabilities and letters of credit issued by Lender that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to Lender) and the Credit Agreement shall have been terminated, Woodstock shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Woodstock shall, with respect to any new application or registration for any Patent, Trademark, or Copyright, give to Lender written notice thereof on a quarterly basis by way of a report provided to Lender within thirty (30) days of the end of each calendar quarter. Woodstock hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or C, respectively; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of Woodstock or rights of Lender hereunder.

6. Royalties; Terms. Woodstock hereby agrees that the security interest of Lender in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Licenses such smaller geographic location if any is specified for Woodstock's use in the applicable License) and, without any liability for royalties or other related charges from Lender to Woodstock. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Credit Agreement.

7. Inspection. In accordance with the terms and limitations of the Credit Agreement, Lender shall have the right to inspect Woodstock's premises and to examine Woodstock's books, records and operations, including, without limitation, Woodstock's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Lender to Woodstock of Lender's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Woodstock agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Woodstock under the Marks consistent with the quality of products now manufactured by Woodstock.

8. Termination of Woodstock's Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than (i) Unasserted Contingent Indemnification Claims, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to Lender) and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically and unconditionally be extinguished. Lender shall, at the request of Woodstock and at Woodstock's reasonable expense, execute and deliver to Woodstock, all termination statements and other

instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

9. Duties of Woodstock. Except to the extent the same is not material or is no longer material to Woodstock's business, Woodstock shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights; except in each case to the extent Woodstock determines in its reasonable business judgment that the cost or potential risk of doing the same outweighs the potential benefits of the same. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Woodstock. Except to the extent the same is no longer material to Woodstock's business or to the extent otherwise permitted under the Credit Agreement or any other Financing Agreement, Woodstock shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Lender.

10. Excluded Property. Notwithstanding anything to the contrary contained herein, no Lien or security interest shall be granted or deemed to be granted pursuant to this Agreement in any Excluded Property, including intent-to-use trademark applications, if and solely to the extent that (and so long as) any such intent-to-use trademark application (or any registration issuing therefrom) would be (i) rendered void by the attachment or creation of a security interest in the right, title or interest of such Debtor therein or (ii) become abandoned, invalidated or unenforceable; *provided*, that the foregoing exclusion from the grant of a Lien and security interest pursuant to this Agreement shall not apply to proceeds of any Excluded Property, including proceeds of intent-to-use trademark applications.

11. Lender's Right to Sue. From and after the occurrence and during the continuance of a Default, Lender shall have the right, to the extent permitted under applicable law, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, Woodstock shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and Woodstock shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

12. Waivers. No course of dealing between Woodstock and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege

hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Further Assurances. Woodstock shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with the United States Patent and Trademark Office, the United States Copyright Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may request, to evidence Lender's security interest in the Patents, Marks, and Copyrights and the goodwill associated therewith and enforce Lender's rights under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, unless reasonably requested by Lender upon the occurrence and during the continuance of a Default, nothing in this Agreement shall require any Debtor to make any filings or take any actions to record, perfect, evidence, effect or publicize Lender's security interest in any intellectual property other than the filing of intellectual property security agreements in the United States Copyright Office or United States Patent and Trademark Office, or any successor thereto, and the filing of financing statements in appropriate jurisdictions in the United States.

16. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Woodstock hereby constitutes and appoints Lender as Woodstock's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse Woodstock's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Woodstock hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated. Woodstock acknowledges and agrees that this

Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Woodstock hereby releases the Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.

17. **Binding Effect; Benefits.** This Agreement shall be binding upon Woodstock and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.

18. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

WOODSTOCK PERCUSSION, LLC

By: _____

Name: Jason Sigl

Title: Chief Financial Officer

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

THE HUNTINGTON NATIONAL BANK

By: _____

Name: Thomas G. Karle

Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

WOODSTOCK PERCUSSION, LLC

By: 
Name: Jason Sigl
Title: Chief Financial Officer

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

THE HUNTINGTON NATIONAL BANK

By: _____
Name: Thomas G. Karle
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

WOODSTOCK PERCUSSION, LLC

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

THE HUNTINGTON NATIONAL BANK

By: Thomas G. Karle
Name: Thomas G. Karle
Title: Senior Vice President

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B**COPYRIGHTS**

Owner	Title	Registration No.	Publication Date/ Year of Creation	Registration Date
Woodstock Percussion, LLC	Alligator.	VA0001157244	1998	10/17/2002
Woodstock Percussion, LLC	Athurium.	VA0001157265	2002	10/17/2002
Woodstock Percussion, LLC	Bamboo.	VA0001157260	2002	10/17/2002
Woodstock Percussion, LLC	Banana tree.	VA0001157262	2001	10/17/2002
Woodstock Percussion, LLC	Cowboy boot wind chime.	VA0001184451	2000	2/24/2003
Woodstock Percussion, LLC	Cowboy hat wind chime.	VA0001185450	2000	2/24/2003
Woodstock Percussion, LLC	Dragonfly.	VA0001157270	2002	10/17/2002
Woodstock Percussion, LLC	Egret.	VA0001157261	2002	10/17/2002
Woodstock Percussion, LLC	Egret.	VA0001157257	2001	10/17/2002
Woodstock Percussion, LLC	Elephant.	VA0001157245	1999	10/17/2002
Woodstock Percussion, LLC	Giant copper cut dragonfly bamboo wind chime.	VA0001185452	2002	2/24/2003
Woodstock Percussion, LLC	Giraffe.	VA0001157248	1999	10/17/2002
Woodstock Percussion, LLC	Grapes.	VA0001157267	2002	10/17/2002
Woodstock Percussion, LLC	Heron.	VA0001157271	2002	10/17/2002
Woodstock Percussion, LLC	Hippopotamus.	VA0001157243	1998	10/17/2002
Woodstock Percussion, LLC	Hummingbird.	VA0001157242	1998	10/17/2002

Owner	Title	Registration No.	Publication Date/ Year of Creation	Registration Date
Woodstock Percussion, LLC	Large hammered copper dragonfly wind chime.	VA0001185453	2002	2/24/2003
Woodstock Percussion, LLC	Lighthouse.	VA0001157256	2001	10/17/2002
Woodstock Percussion, LLC	Lily top.	VA0001157252	2002	10/17/2002
Woodstock Percussion, LLC	Lion.	VA0001157246	1999	10/17/2002
Woodstock Percussion, LLC	Magnolia.	VA0001157269	2002	10/17/2002
Woodstock Percussion, LLC	Monkey.	VA0001157254	2001	10/17/2002
Woodstock Percussion, LLC	Palm tree.	VA0001157258	2001	10/17/2002
Woodstock Percussion, LLC	Parrot.	VA0001157264	2002	10/17/2002
Woodstock Percussion, LLC	Pineapple.	VA0001157249	2001	10/17/2002
Woodstock Percussion, LLC	Rhinoceros.	VA0001157247	1998	10/17/2002
Woodstock Percussion, LLC	Rose top.	VA0001157251	2002	10/17/2002
Woodstock Percussion, LLC	Sailboat.	VA0001157255	2001	10/17/2002
Woodstock Percussion, LLC	Sandpiper.	VA0001157268	2001	10/17/2002
Woodstock Percussion, LLC	Sea turtle.	VA0001157250	1998	10/17/2002
Woodstock Percussion, LLC	Seagull.	VA0001157259	2001	10/17/2002
Woodstock Percussion, LLC	Sunflower.	VA0001157266	2002	10/17/2002
Woodstock Percussion, LLC	Sunflower.	VA0001157253	2002	10/17/2002

SCHEDULE C

TRADEMARKS, SERVICE MARKS

Owner	Countries	Reg. Number	App. Number	Reg. Date	Mark
Woodstock Percussion, LLC.	U.S.A.	1,334,340	73/467,345	5/7/1985	Chimes of Olympos
Woodstock Percussion, LLC.	U.S.A.	1,334,341	73/467,346	5/7/1985	Chimes of Partch
Woodstock Percussion, LLC.	U.S.A.	1,334,298	73/467,396	6/25/1985	Chimes of Lun
Woodstock Percussion, LLC.	U.S.A.	1,398,465	73/534,219	6/24/1986	Woodstock Chimes
Woodstock Percussion, LLC.	U.S.A.	1,398,466	73/534,229	6/24/1986	Chimes Logo - W
Woodstock Percussion, LLC.	U.S.A.	1,437,242	73/616,641	4/21/1987	Chimalong
Woodstock Percussion, LLC.	U.S.A.	1,547,291	73/725,,118	7/11/1989	Chimes of Java
Woodstock Percussion, LLC.	U.S.A.	1,547,292	73/725242	7/11/1989	Chimes of Bali
Woodstock Percussion, LLC.	U.S.A.	1,697,553	74/181,113	6/30/1992	Chimes of Kyoto (w/graphic)
Woodstock Percussion, LLC.	U.S.A.	1,734,887	74/258,942	11/24/1992	Gregorian Chimes
Woodstock Percussion, LLC.	U.S.A.	1,842,889	74/258,262	7/5/1994	Chimes of Westminster
Woodstock Percussion, LLC.	U.S.A.	2,019,083	75/009,049	11/26/1996	Woodstock Garden Bells
Woodstock Percussion, LLC.	U.S.A.	2,401,475	75/668,723	11/7/2000	Woodstock Music Collection
Woodstock Percussion,	U.S.A.	2,436,118	75/446,803	3/20/2001	Woodstock Temple Bells

LLC.					
Woodstock Percussion, LLC.	U.S.A.	2,829,684	76/516,370	4/6/2004	Encore
Woodstock Percussion, LLC.	U.S.A.	2,836,211	76/515,361	4/27/2004	Asli Arts
Woodstock Percussion, LLC.	U.S.A.	6,041,817	88/628,032	4/28/2020	Amazing Grace
Woodstock Percussion, LLC.	U.S.A.	6,288,625	90/082,467	3/9/2021	Zenergy

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

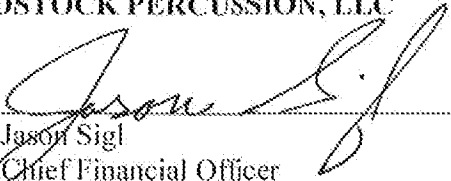
STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that Woodstock Percussion, LLC, a Delaware limited liability company (“Woodstock”), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated September 2, 2021 (the “Collateral Agreement”) between Woodstock and The Huntington National Bank (successor by merger to TCF National Bank) (“Lender”), hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Woodstock at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of Woodstock in and to the patents, copyrights and trademarks listed on Schedules A, B, and C of the Collateral Agreement, and including those patents, copyrights, and trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to that certain Credit Agreement, dated as of September 24, 2014, among the Obligors and the Lender and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

WOODSTOCK PERCUSSION, LLC

By: 
Name: Jason Sigl
Title: Chief Financial Officer