

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hal Leonard LLC		12/12/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Rowman & Littlefield Publishing Group, Inc.		
Street Address:	4501 Forbes Boulevard		
Internal Address:	Suite 200		
City:	Lanham		
State/Country:	MARYLAND		
Postal Code:	20706		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2878209	BACKBEAT BOOKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Laura M. Franco		
Address Line 1:	101 California Street		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	180186.01000		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco by trademarkny/		
DATE SIGNED:	10/26/2021		
Total Attachments: 13			
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ASSET PURCHASE AGREEMENT

This Agreement is made this 12th day of December, 2018, by and between Hal Leonard Performing Arts Publishing Group, a division of Hal Leonard LLC, a Delaware limited liability company, with its principal offices located at 7777 W. Bluemound Road, Milwaukee, Wisconsin 53213 (hereinafter “Hal Leonard” or the “Seller”) and The Rowman & Littlefield Publishing Group, Inc., a Delaware corporation with its principal offices located at 4501 Forbes Boulevard, Suite 200, Lanham, Maryland 20706 (hereinafter “RLPG” or the “Buyer”). Buyer and Seller are each referred to individually as a “Party” and collectively as the “Parties.” Certain capitalized terms not defined in the text are defined in Exhibit A.

RECITALS

WHEREAS, Seller is interested in selling certain of its publishing assets as set forth in Section 2, and Buyer is interested in acquiring such assets on the terms and conditions provided for herein; and

WHEREAS, the Parties desire to enter into a definitive agreement for the acquisition of such assets.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purchase Price; Closing

- 1.1. At the Closing, Buyer is paying to Seller the purchase price of \$2,000,000.00 (the “Purchase Price”) via wire transfer of immediately available funds to an account designated by Seller.
- 1.2. The closing of the Transactions is occurring on the date the Parties sign this Agreement (the “Closing”), but, for tax and accounting purposes and the allocation of economic assets and liabilities the Parties will treat the closing as having occurred effective as of 11:59 p.m. Central Time on November 30, 2018, and the Bill of Sale and the Assignment and Assumption Agreement will be effective on that date (the “Effective Date”). At the Closing,
 - 1.2.1. The Parties are exchanging executed PDF counterparts of the Transaction Agreements; and
 - 1.2.2. Buyer is delivering to Seller the Purchase Price.

2. Purchased Assets

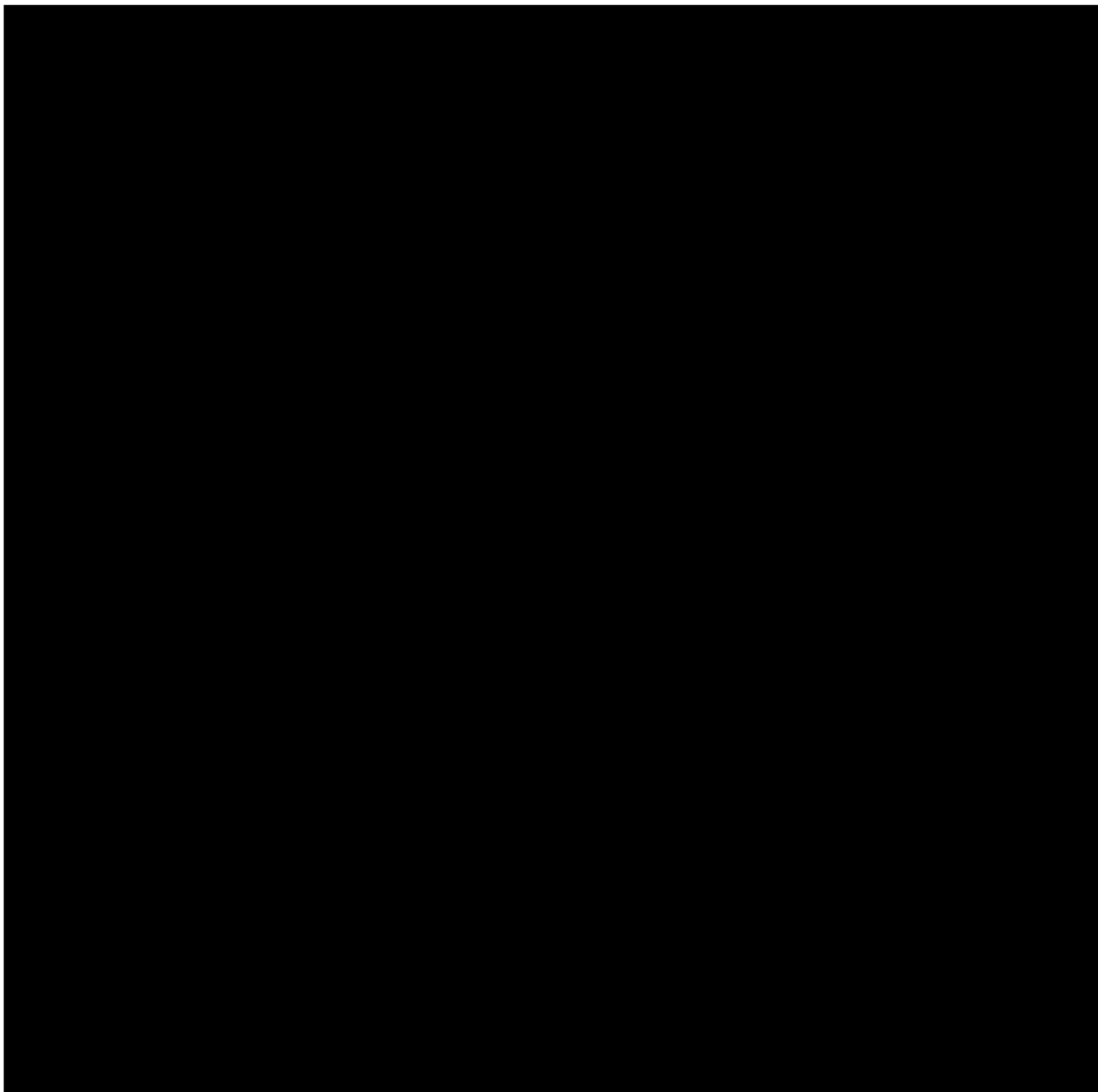
- 2.1. Buyer is purchasing and Seller is selling certain designated assets (hereinafter referred to as “Seller’s Titles”, or the “Titles”¹, a list of which is attached as Schedule 2.1), including:
- 2.1.1. All rights and claims under all contracts, licenses and commitments between Seller and authors and other persons and entities, including all rights of publication, distribution and sale, relating to the Titles (hereinafter “Author Agreements”).
 - 2.1.2. All rights related to Titles, including raw materials, electronic data, work in progress, contracts for published and unpublished Titles, new book contracts, Seller’s inventories of electronic and finished books (including inventory held on consignment by retailers), Seller’s rights with respect to prepaid expenses of any kind, including without limitation, author advances and royalties, production costs on published Titles, commissions, advertising, promotional materials and catalogs, relating to the Titles. A list of unrecouped author advances as of June 30, 2018 is attached on Schedule 2.1.2. No later than March 2, 2019, Seller shall provide a schedule of unrecouped author advances as of the Effective Date.
 - 2.1.3. Book plates, flats and film negatives or other production materials, including any electronic and digital files and other production materials relating to the Titles, free and clear of all liens and encumbrances and available for immediate transfer to Buyer’s printer, should Buyer decide to move them from Seller’s printers or storage locations.
 - 2.1.4. All U.S. and foreign copyrights, trademarks, trade names, imprints, goodwill, and all other intellectual and intangible property rights owned by Seller that relate solely to the Titles, including film options and other license rights owned by Seller (“Intellectual Property”) (registered copyrights, registered trademarks, tradenames and imprints that relate solely to the Purchased Assets are listed on Schedule 2.1.4); solely for use in connection with the sales of the Titles, Seller hereby licenses the name “Hal Leonard” to Buyer for use on currently printed inventory of the Titles (but not for reprints of any such Titles following the Effective Date).
 - 2.1.5. All outstanding and unfulfilled orders for the Titles as of Effective Date, which (except for those orders fulfilled pursuant to the Distribution Agreements) shall be transferred to Buyer for processing and fulfillment following the Effective Date.
 - 2.1.6. Electronic and digital copies of the Titles.
 - 2.1.7. All rights of Seller with respect to unearned advances for any of the Titles.
 - 2.1.8. The items listed in this Section 2.1 shall collectively be known as the “Purchased Assets”. Other than the Purchased Assets, no other assets of Seller shall be conveyed pursuant to this Agreement.

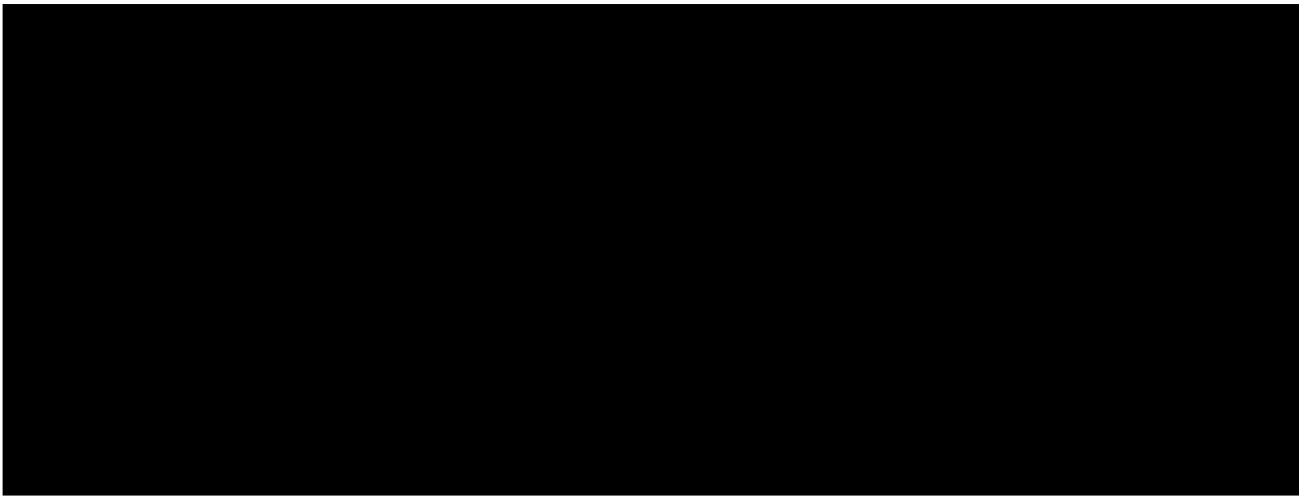
¹ The defined term “Title,” as used in this Agreement, includes “Works” of authorship under any Author Agreement (as defined herein) that has not yet been published, if the “Title” for such Work is reflected on Schedule 2.1.

Title to all of the Purchased Assets shall pass to Buyer as of the Effective Date.

From September 30, 2018 to the Effective Date, Seller operated the business and has not engaged in the removal of any Assets except in the ordinary course of business and Seller has continued to reprint Titles in accordance with Seller's previously determined reprint schedule.

- 2.2. Additionally, following the Closing, Seller agrees to route its book division URL to a URL to be provided by Buyer for a period of one year following the Effective Date.





9. Miscellaneous

9.1. Any notice to be provided hereunder shall be given by hand, certified mail or overnight carrier to the respective Party at the following addresses, or to such other address as may be provided from time to time:

If to Seller:

Lawrence M. Morton
Hal Leonard LLC
7777 W. Bluemound Road
Milwaukee, Wisconsin 53213

If to Buyer:

James E. Lyons, President & CEO
The Rowman & Littlefield Publishing Group, Inc.
4501 Forbes Boulevard, Suite 200
Lanham, Maryland 20706

9.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, if any, with respect to the matters covered hereby.

9.3. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. A facsimile or scanned copy of any Person's signature or any such counterpart shall be fully effective as if an original signature.

9.4. This Agreement may not be changed, modified or amended except by a writing signed by each Party. Except as to the parent, subsidiaries, successors and/or affiliates of either Party, this Agreement shall not be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent shall not be

unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the successors, subsidiaries, affiliates and permitted assigns of the Parties.

- 9.5. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to conflict of laws principles. If any dispute between the Parties arises under this Agreement and they are not able to resolve it amicably, they shall resolve such dispute by binding arbitration in Chicago, Illinois, conducted expeditiously in accordance with the then-current commercial arbitration rules of the American Arbitration Association (the "AAA") by a sole arbitrator. The sole arbitrator shall be a neutral lawyer with substantial experience in merger and acquisition disputes and mutually selected from the approved list maintained by the AAA. If the parties cannot agree on a sole arbitrator, then one shall be chosen by the AAA in accordance with its rules. In deciding the dispute, the arbitrator shall be bound by, and shall faithfully apply, the laws of the State of Delaware, including the laws of evidence, but excluding procedural rules. The arbitrator's decision shall be final and binding upon the parties, and the prevailing party may confirm such decision in a court of competent jurisdiction. The prevailing party in any dispute (as determined by the arbitrator) will be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including the costs of arbitration and reasonable attorneys' fees and expenses. In the absence of such a determination, the parties to the arbitration will share equally the costs of the arbitration (other than the fees and expenses of counsel, which will be paid by the parties retaining the counsel).
- 9.6. Buyer and Seller shall each be responsible for its own costs and expenses, including attorneys' and other professional fees, incurred in connection with the negotiation and closing of this transaction
- 9.7. In this Agreement, (i) all section references are to the sections of this Agreement, and (ii) the term "including" does not imply any limitation.

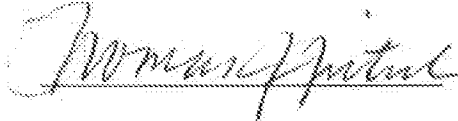
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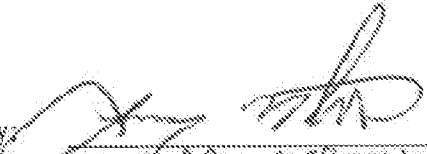
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first written above.

SELLER:

WITNESS/ATTEST:

HAL LEONARD LLC



By:  (Seal)
Name: CARRY MORTON
Title: President

BUYER:

WITNESS/ATTEST:

THE ROWMAN & LITTLEFIELD PUBLISHING
GROUP, INC.

By: _____ (Seal)
James E. Lyons
Title: President and CEO

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first written above.

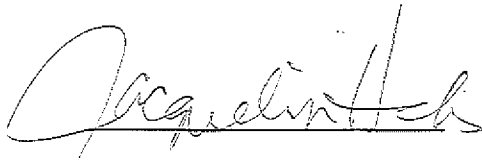
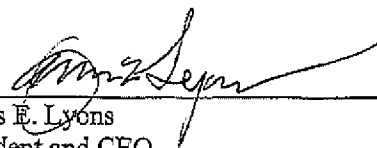
SELLER:

WITNESS/ATTEST: HAL LEONARD LLC

By: _____ (Seal)
Name : _____
Title: _____

BUYER:

WITNESS/ATTEST: THE ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.


By:  _____ (Seal)
Name : James E. Lyons
Title: President and CEO

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Schedule 2.1.4

**Registered Copyrights, Registered Trademarks, Tradenames
and Imprints that Relate Solely to the
Purchased Assets, by Country**

Schedule 2.1.4
Copyrights, Imprints, Tradenames, and Trademarks Being Sold

Registered Trademark:

- Backbeat - USPTO Registration #2878209

Imprints:

- Amadeus Press
- Applause Theatre & Cinema Books
- Backbeat Books
- Limelight Editions

Series:

- Amadeus Opera Biography series
- Unlocking The Master series
- The Applause Acting series
- The Applause Shakespeare Library
- The Applause First Folio Editions
- The Film Scripts series
- Theatre World annual series
- Film World annual series
- The Handbook series
- Best American Short Plays series
- The Applause Libretto Library series
- If You Like series
- FAQ series
- The Spirituality Of series
- The Guitar Player Repair Guide series
- Music Pro Guides series
- Quick Pro Guides series
- Power Tools series
- Power Learning Digital Library
- LADAL
- Musician's Guide To Home Recording series
- Worship Musician Presents series
- The Jazz Biography series
- METAlliance Academy series
- Pensado Strive series
- Quick Guide series
- Limelight Film Reader series
- Film Noir Series
- Roadmap To Success series

Registered Copyrights:

Registration Number	Registration Date	Title
TX0003375347	1991-12-17	The Fender Telecaster : The Detailed Story of America's Senior Solid Body Electric Guitar
PA0000466296	1990-05-22	Play Guitar without Fretting : Quick and Easy Instruction for the Beginning Student
TX0002959726	1990-11-28	Instant Scale and Chord Guide for Keyboards
TX0005047782	1999-09-13	How to Set Up the Best Sounding Banjo
SR0000311930	2002-05-29	Song Writing : The Words, the Music & the Money
PA0001087388	2002-05-29	The Luthier's Handbook ; A Guide to Building Great Tone in Acoustic Stringed Instruments
TX0005604289	2002-06-24	Church Sound Systems
SR0000342813	2002-08-01	The Techno Primer : The Essential Reference for Loop-Based Music Styles
TX0006006889	2004-07-07	Make Money with your Studio : Setting Up and Operating a Successful Recording Studio
TX0006396584	2006-06-30	Violin Repair Guide
TX0006268401	2005-10-31	The Fifty Greatest Jazz Piano Players of All Time
TX0008206883	2015-12-18	How They Made It
TX0006610172	2007-05-04	The Beginner's Guide to Computer-Based Music Production
TX0005208071	2000-05-23	Alma Rose: Vienna to Auschwitz / by Richard Newman with Karen Kirtley
TX0004891156	1998-10-22	The Amadeus book of the violin: construction, history, and music / Walter Kolneder: translated and edited by Reinhard G. Pauly
TX0004558393	1997-06-04	Antonio Vivaldi: the red priest of Venice / by Karl Heller: translated from the German by David Marinelli
TX0005472690	2001-12-04	Astor Piazzolla : a memoir / by Natalio Gorin ; translated, annotated, and expanded by Fernando Gonzalez
TX0004422432	1996-08-21	Beethoven: the first biography, 1827 / edited with an introd and notes by Barry Cooper: translated from the German by Reinhard G. Pauly
TX0005743613	2002-09-19	Choral Music in The Twentieth Century / Nick Strimple

TX0004401429	1996-08-21	Conversations with Boulez: Thoughts on Conducting / by Jean Vermeil; translated from the French Camile Naish
TX0004781910	1998-05-20	Dietrich Fischer-Dieskau: a biography / by Hans A Neunzig; translated and annotated by Kenneth S Whitton
TX0004293705	1996-07-23	Fanny Mendelssohn / by Françoise Tillard; translated by Camille Naish
TX0004567714	1997-06-04	French Baroque Music: from Beaujoyeux to Rameau / James R Anthony
TX0004713875	1998-01-12	A Guide to The Harpsichord / Ann Bond
TX0003738684	1993-12-21	Gustav Mahler: The Symphonies / Constantin Floros; translated from the German by Vernon Wicker; Reinhard G Pauly, general editor
TX0003802321	1994-05-18	A History of The Concerto / Michael Thomas Roeder
TX0004455677	1997-01-09	The Horn Handbook / Verne Reynolds
TX0004354518	1996-08-21	The Piano Music of Claude Debussy / Paul Roberts
TX0005105086	1999-12-23	Irvine's Writing About Music / by Demar Irvine
TX0003879528	1994-09-07	Marcel Moyse: the voice of The Flute / by Ann McCutchan; discography by Susan Neslon and William Shaman
TX0003749251	1994-02-18	Massenet: A Chronicle of His Life and Times / Demar Irvine
TX0003367692	1992-08-06	Mastering Piano Technique: Guide for Students, Teachers, and Performers / Seymour Fink, 1929-; with ill. By Donald G Bell
TX0004422453	1996-08-21	Music of The Arabs / Habib Hassan Touma; translated by Laurie Schwartz
TX0006100573	2005-01-14	Turn It on Again
TX0006109445	2005-01-14	Wired: Musician's Home Studios: tools & techniques of the musical mavericks / by Megan Perry
TX0003012482	1991-02-06	Flamenco: Gypsy Dance and music from Andalusia / edited by Claus Schreiner; with essays by Madeleine Claus, Christof Jung, Holger Mende (et al.); translated by Mollie Comerford Peters

TX0003491270	1993-01-07	Musical Life in A Changing Society: aspects of music sociology / by Kurt Blaukopf; translated by David Marinelli
TX0002946632	1990-05-18	On Singers and Singing: lectures and essay / Reynaldo Hahn; translated by Leopold Simoneau; introd. By Lorraine Gorrell; discography by William R Moran; Reinhard G Pauly, general editor
TX0004971549	1998-10-22	My Golden Age of Singing / by Freida Hempel; annotated by William R Moran; with a prologue and epilogue by Elizabeth Johnston
TX0004779398	1998-05-20	Opera in Context: essays on historical staging from the late Renaissance to the time of Puccini / edited by Mark A Radice
TX0004075276	1995-07-19	Opera in Paris, 1880-1850: a lively history / by Patrick Barbier; translated by Robert Luoma
TX0004558525	1997-06-04	Rosa Ponselle: A Centenary Biography / James A Drake; James M Alfonte, photographic editor
TX0003452422	1992-12-07	Saturday Afternoons at the Old Met: The Metropolitan Opera broadcasts 1931-1950 / by Paul Jackson
TX0004542015	1997-03-21	Wagner's Ring A listener's companion & concordance / J.K. Holman
TX0006100420	2005-01-14	The Art of Digital Music: 56 visionary artists & insiders reveal their creative secrets / by David Battino & Kelli Richards; foreword by Stewart Copeland
TX0005458439	2001-10-12	Afro-Cuban Jazz: the third ear: the essential listening companion / by Scott Yanow
TX0006155512	2005-04-26	Bunny Brunel's Xtreme Bass
TX0005471052	2002-02-12	Classic Jazz / Scott Yanow
TX0005585165	2002-07-26	Classical Music: The Listener's Companion / edited by Alexander J Morin; foreword by Harold C Schonberg
TX0005991278	2004-07-08	Crank It Up: Live Sound Secrets of the Top Tour Engineers / by Clive Young
TX0006125348	2004-10-07	Elwood's Blues / by Dan Akroyd and Ben Manilla
TX0005458438	2001-10-12	Swing: Third Ear: The Essential Listening Companion / by Scott Yanow
TX0006052345	2004-10-07	Power Tools Software for Loop Music: Essential Desktop Production Techniques / by Francis Preve

TX0006100574	2005-01-14	Jazz on Film
TX0005991279	2004-07-08	How to Play Metal Guitar: The Basics & Beyond / edited by Richard Johnston
TX0005567835	2002-06-20	How to Play Blues Guitar: The Basics and Beyond / edited By Richard Johnston
TX0006100577	2004-01-14	The Finale Primer