

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westheimer Corporation		12/14/2022	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Vista Musical Instruments Pte Ltd		
Street Address:	56 Neil Road		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	088830		
Entity Type:	Company: SINGAPORE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4405974	STELLA	
CORRESPONDENCE DATA			
Fax Number:	6173506878		
<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:	6173506800		
Email:	trademarks@gesmer.com		
Correspondent Name:	Matthew E. Connors, Gesmer Updegrave LLP		
Address Line 1:	40 Broad Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
DOMESTIC REPRESENTATIVE			
Name:	Matthew E. Connors, Gesmer Updegrave LLP		
Address Line 1:	40 Broad Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Matthew E. Connors		
SIGNATURE:	/Matthew E. Connors/		
DATE SIGNED:	02/07/2023		
Total Attachments: 8			
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TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made and entered into this 12th day of January, 20 23 by and between WESTHEIMER CORPORATION, an Illinois corporation having an address at 3451 West Commercial Avenue, Northbrook, Illinois 60062 USA ("Assignor") and VISTA MUSICAL INSTRUMENTS PTE LTD, a Singapore company having an address at 56 Neil Road, Singapore 088830 ("Assignee").

WHEREAS, Assignor is the owner and controls all the right, title and interest in and to the trademarks, service marks, logos, associated domain names and other distinctive brand elements, including, without limitation, the registrations and applications therefor and goodwill associated therewith, listed on Schedule A attached hereto (collectively, the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to that certain ASSET PURCHASE AGREEMENT, dated as of the 12th day of January, 20 23 (the "Purchase Agreement"), pursuant to which Assignor assigned and transferred the Trademarks and all associated goodwill in said Trademarks to Assignee on the terms and subject to the conditions set forth in the Purchase Agreement and on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all right, title and interest in, to and under the Trademarks, together with any and all translations, adaptations, derivations and combinations of said Trademarks and all registrations, applications and renewals therefor, and all goodwill associated therewith, and that portion of the business of Assignor to which the Trademarks pertain, and with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of said Trademarks.

2. Assignor covenants, at Assignor's expense, to (a) execute and deliver to Assignee, for Assignee's filing with the governmental authorities set forth on Schedule B attached hereto, at Assignee's expense, a copy of this Assignment Agreement, in order to transfer to accurately and completely record and reflect the assignment to and ownership of the Trademarks by Assignee, and (b) take such other action as Assignee may reasonably request from time to time on or after the date hereof, without further consideration and upon request of Assignee, in every case in order to more effectively convey and transfer to Assignee, and assure Assignee the continued possession, control and enjoyment of, the Trademarks, together with all goodwill associated therewith, and that portion of the business of Assignor to which the Trademarks pertain, and with all claims that could be asserted by Assignor arising out of, or relating to, the use or ownership of said Trademarks. In furtherance and not in lieu of the foregoing, Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in the United States and/or in relevant jurisdictions outside the United States to record and/or register this Assignment Agreement.

3. Nothing expressed or implied herein is intended to confer upon any person, other than Assignor and Assignee and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment Agreement. This Assignment Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Assignment Agreement may be assigned by Assignee to any party upon notice to, but without the consent of, Assignor.

4. This Assignment Agreement may not be amended or modified, and no provision hereof waived, except by an instrument in writing signed by the Assignor and Assignee. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile or electronic mail transmission of a signed counterpart of this Assignment Agreement, including in .pdf format, shall be sufficient to bind any party whose signature appears thereon.

5. This Assignment Agreement shall be construed and enforced in accordance with the laws of the United States and the State of New York USA without regard to such jurisdiction's conflicts of laws principles except where federal law applies. Each of the Buyer and the Seller hereby (a) agrees that any litigation, proceeding or other legal action brought in connection with or relating to this Assignment Agreement or any matters or transactions contemplated hereby shall be brought heard and determined exclusively in courts of the State of New York, located in the Borough of Manhattan in the City of New York or in the United States District Court for the Southern District of New York, (b) agrees not to bring any action or proceeding arising out of or relating to this Agreement or any matters or transactions contemplated by this Assignment Agreement in any other court, (c) consents and irrevocably submits itself to personal jurisdiction in connection with any such litigation, proceeding or action in any such court described in clause (a) of this Section 5, as well as to the jurisdiction of all courts to which an appeal may be taken from such court, and to service of process upon it in accordance with the rules and statutes governing service of process, (d) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such courts, and (e) expressly waives to the fullest extent permitted by law any objection that it may now or hereafter have to the venue of any such litigation, proceeding or action in any such court or that any such litigation, proceeding or action was brought in an inconvenient forum.

* * *

ASSIGNEE:

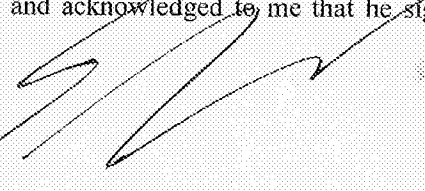
VISTA MUSICAL INSTRUMENTS PTE LTD

By:


Name: CHEN YIMING, IVAN
Title: DIRECTOR

On January 12, 2023 before me, the undersigned notary public, personally appeared Chen Yiming, Ivan, proved to me through satisfactory evidence of identification, which was IC No S5H9197D, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

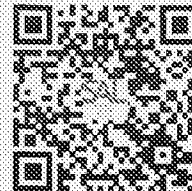
[affix seal]



Notary Public

My commission expires:





NC0N0C036F

NOTARIAL CERTIFICATE

TO ALL TO WHOM these presents shall come

I, Wee Soon Keng, NOTARY PUBLIC duly admitted, authorised to practise in the Republic of Singapore, DO HEREBY CERTIFY

that CHEN YIMING, IVAN for ASSIGNEE VISTA MUSICAL INSTRUMENTS PTE LTD had on this day subscribed his signature to the TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, hereunto attached.

The said CHEN YIMING, IVAN affirms that he has the power and authority to execute the document on behalf of his company.

IN FAITH AND TESTIMONY whereof I the said notary have subscribed my name and set and affixed my seal of office at Singapore, this 12th day of January 2023.

NOTARY PUBLIC
SINGAPORE



By virtue of Rule 8(3)(c) of the Notaries Public Rules, a Notarial Certificate must be authenticated by the Singapore Academy of Law in order to be valid.

With effect from 16 September 2021, a Notarial Certificate shall be deemed to be validly authenticated by the affixing of an Apostille to the back of the Notarial Certificate.

TRADEMARK

REEL: 007966 FRAME: 0647

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

This Apostille only certifies the authenticity of the signature, seal or stamp and the capacity of the person who has signed the attached Singapore public document, and, where appropriate, the identity of the seal or stamp. It does not certify the authenticity of the underlying document.

If this document is to be used in a country not party to the Hague Convention of the 5th of October 1961, it should be presented to the consular section of the mission representing that country.

To verify this Apostille, go to

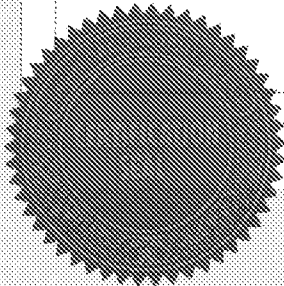
<https://legalisation.sai.sg>

or scan QR code:



Verification code: 51410812

1. Country:	Singapore
This public document	
2. Has been signed by:	Wee Soon Keng
3. Acting in the capacity of:	Notary Public
4. Bears the seal/stamp of:	Notary Public
Certified	
5. At:	Singapore Academy of Law
6. The:	12th January 2023
7. By:	Melissa Goh, Head of Statutory Services, SAL
8. No.:	AC0N0C07EE
9. Seal/Stamp:	10. Signature: 



Schedule A

Trademarks

MARK	JURISDICTION	REGISTRATION OR SERIAL NUMBER	STATUS
STELLA	USA	4,405,974	Live

Schedule B

Jurisdictions for the Filing of Assignment Agreement

USA