

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BESSION MUSICAL INSTRUMENTS LIMITED		01/16/2006	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Publimethod Europe S.a.r.l.		
<b>Street Address:</b>	5, Boulevard de la Foire		
<b>City:</b>	L-1528 Luxembourg		
<b>State/Country:</b>	LUXEMBOURG		
<b>Entity Type:</b>	Societe a Responsabilite Limitee: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0077982	BESSION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)685-0573		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(703) 521-2297		
<b>Email:</b>	trademarks@young-thompson.com		
<b>Correspondent Name:</b>	Mark Lebow		
<b>Address Line 1:</b>	209 Madison Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>ATTORNEY DOCKET NUMBER:</b>	0501-1262		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

OP \$40.00 0077982

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mark Lebow

Signature:

/ml/

Date:

04/20/2010

**Total Attachments: 7**

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DATED

January 16<sup>th</sup>

2006

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- (1) BESSON MUSICAL INSTRUMENTS LIMITED  
(in Administration)
  
- (2) MARTIN GILBERT ELLIS AND ANDREW LAWRENCE  
HOSKING
  
- (3) PUBLIMETHOD EUROPE S.à.r.l.

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TRADE MARKS AND GOODWILL ASSIGNMENT

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Carmelite  
50 Victoria Embankment  
Blackfriars  
London EC4Y 0DX

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DX 41 London

Draft:  
13/12/2005  
Ref:

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TRADEMARK  
REEL: 004189 FRAME: 0337



TRADE MARKS AND GOODWILL ASSIGNMENT  
BY ADMINISTRATORS

THIS ASSIGNMENT is made on 16 January 2006

BETWEEN

- (1) BESSON MUSICAL INSTRUMENTS LIMITED (registered number 00371896) (in Administration) whose registered office is at 1 Blackmoor Lane, Croxley Business Park, Watford, Hertfordshire WD18 8GA (the "Seller");
- (2) MARTIN GILBERT ELLIS AND ANDREW LAWRENCE HOSKING both of GRANT THORNTON UK LLP, Grant Thornton House, Melton Street, Euston Square, London NW1 2EP (the "Administrators"); and
- (3) PUBLIMETHOD EUROPE S.à.r.l. (registered number B107307) whose registered office is at 5, Boulevard de la Foire, L-1528 Luxembourg (the "Buyer").

INTRODUCTION

- (A) The Seller is incorporated in England as a private company limited by shares and carries on the Business from the Premises (both as defined in the Purchase Agreement (defined below)).
- (B) The Administrators were appointed joint administrators of the Seller on the Appointment Date by orders of the High Court of Justice.
- (C) The Seller has agreed to sell to the Buyer certain of the Assets of the Seller on the terms, and subject to the conditions set out in the agreement for the sale and purchase of certain of the assets of the Seller executed on today's date (the "Purchase Agreement"). All defined terms in this agreement have the same meaning as in the Purchase Agreement unless otherwise stated.
- (D) By a fixed and floating charge (the "Debenture") made on 11 August 2005 between the Seller and The Music Group Holdings Limited ("TMGH") the assets of the Seller were charged in favour of TMGH in the manner specified in the Debenture.

AGREED TERMS

1. The Buyer has agreed to purchase the Goodwill, the Business Intellectual Property, the Know-how, the Assumed Contracts and the Computers of the Seller for the sum of £430,000.00 (receipt of which is hereby acknowledged). Consequent to this the Seller, acting by the Administrators, hereby assigns to the Buyer to the extent it is able:
  - (a) the Trade Marks; and
  - (b) the Goodwill,

TOGETHER (again, only to the extent the Seller acting by the Administrators is able) with all rights of action, powers and benefits belonging or accrued to the same and the

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right to sue for, and to recover any damages and other remedies in respect of, any infringement of the same which occurred or commenced before the date of this Assignment.

2. Neither the Seller nor the Administrators or any of the Administrators' Representatives (as defined in the Purchase Agreement) give any warranties or undertakings and there shall be no conditions (whether express or implied) as to the ownership, assignability, validity or subsistence of the Trade Marks and/or the Goodwill and/or the associated rights.
3. The Administrators covenant with the Buyer that they have not done nor knowingly suffered or been party or privy to any act or thing whereby the Seller is prevented from making the said assignment to the Buyer.
4. The Administrators:
  - (a) will deliver to the Buyer a deed releasing the Trade Marks and the Goodwill together with any and all associated rights from the Debenture;
  - (b) shall (subject to the Buyer paying the Administrators' associated remuneration costs and expenses) do all other acts and things as shall be reasonably necessary to ensure that the full benefit of the Trade Marks and the Goodwill together with any and all associated rights hereby assigned are transferred to the Buyer.
5. The Administrators act at all times as agents and attorneys of the Seller. Neither they nor any of the Administrators' Representatives shall incur any personal liability whether in contract or tort under or in connection with this assignment or under or in connection with any associated documents or agreements made pursuant to this assignment (except where specifically stated).
6. This agreement shall be governed by, and construed in accordance with, the law of England.

SIGNED by )  
[ MARTIN ELLIS ] )  
for and on behalf of the Administrators without )  
personal liability )  
and for the purpose of obtaining the )  
benefit of the provisions of this assignment )  
expressed to be conferred on or given by )  
the Administrators in the presence of: )  
L. P. ROSE, OF HOUSE )  
INDIVIDUALLY PRACTISING )  
SIGNED by MARTIN ELLIS )  
as one of the Administrators for and on )  
behalf of BESSON MUSICAL )  
INSTRUMENTS LIMITED in )  
exercise of powers granted to him by statute )  
in the presence of: )  
L. P. ROSE, OF HOUSE )  
INDIVIDUALLY PRACTISING )  
SIGNED by ANNA-KARIN PORTUNATO )  
for and on behalf of PUBLIMETHOD )  
EUROPE S.à.r.l.: )

*Martin Collins*

*Martin Collins*

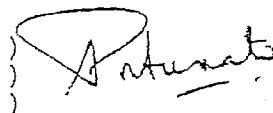
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SIGNED by \_\_\_\_\_ )  
[ \_\_\_\_\_ ] )  
for and on behalf of the Administrators without )  
personal liability )  
and for the purpose of obtaining the )  
benefit of the provisions of this assignment )  
expressed to be conferred on or given by )  
the Administrators in the presence of: )

SIGNED by \_\_\_\_\_ )  
[ \_\_\_\_\_ ] )  
in the presence of: )

SIGNED by ANNA-KARIN PORTUNATO  
for and on behalf of PUBLIMETHOD  
EUROPE S.à.r.l.:



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TRADEMARK  
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SCHEDULE 1  
THE TRADE MARKS

Registered Trade Marks

Mark	Territory	Registered Number
Besson	Australia	80951 /
Besson	Austria	110718 /
Besson	Benelux	389852 /
Besson	Canada	UCA019571 /
Besson	China	845390 /
Besson London & Device	Czech Republic	197955 /
Besson London & Device	Finland	202884 /
Besson London & Device	France	95591616 /
F. Besson Paris & Device	France	053354666 /
Besson	Germany	1057688 /
Besson London & Device	Hungary	149746 /
Besson	India	91406 /
Besson	Ireland	50670 /
Besson London & Device	Ireland	173333 /
Besson	Italy	404662 and 65412002 MI /
Besson & Katakana	Japan	1077711 /
Besson London & Device	Malaysia	95012495 /
Besson	New Zealand	40245 /
Besson London & Device	North Korea	9078 /
Besson Logo	Norway	53590 /
Besson London & Device	Pakistan	134074 /
Besson London & Device	Poland	106639 /
Besson London & Device	Portugal	313359MNA /
Besson London & Device	Russia	151267 /

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*R*



Besson London & Device	Singapore	9680/95 /
Besson	South Africa	1802/43 /
Besson London & Device	South Korea	37295 7 /
Besson	Spain	1039671M3 /
Besson London & Device	Sweden	316090 /
Besson	Switzerland	P326254 /
Besson London & Device	Taiwan	702819 /
Besson London & Device	Thailand	Kor64958 /
Besson	UK	307128 /
Besson London & Device	UK	2325966 /
Besson	USA	0077982 /

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