

05-01-2001

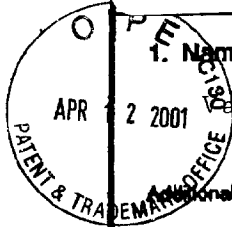
RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101696508

Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):

Van Koevering Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☒ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: 8/3/00

2. Name and address of receiving party(ies)

Joseph Schuchert

Name:

Internal Address: c/o Joseph S. Schuchert III

Street Address: 400 Oceangate, Suite 1125

City: Long Beach State: CA ZIP: 90802

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the app

A. Patent Application No.(s)

See Attached

B. Patent No.(s)

See Attached

5,864,078

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Susan Foxman

Internal Address: Bass, Berry & Sims, PLC

315 Deaderick Street

Nashville, TN 37238

Street Address:

City: State: ZIP:

6. Total number of applications and patents involved:

9

7. Total fee (37 CFR 3.41).....\$ 360.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

05/01/2001 101696508 00000004 200052 5864078

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine E Wilson

Susan Foxman

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 011741 FRAME: 0657

Name and address of receiving party(ies)

Joseph S. Schuchert, Jr.
c/o Joseph S. Schuchert III
400 Oceangate, Suite 1125
Long Beach, CA 90802

The Morey Corporation
100 Morey Drive
Woodridge, IL 60517

VAN KOEVEERING COMPANY
PATENTS

Schedule

PATENT

REEL: 011741 FRAME: 0659

COUNTRY	DOCKET NO.	TITLE	PATENT APPL/DATE	PATENT NO./DATE	STATUS
U.S.	6145-56	MUSICAL INSTRUMENT SYSTEM	09/28/00 09/22/00 09/321,920	0160213	(Continuation of 6145-33) Notice of Allowance - Issue Fee Due October 10, 2000 and paid on September 20, 2000
U.S. PATENT	6145-55	MUSICAL INSTRUMENT SYSTEM ON-LINE DISTRIBUTION OF MUSIC RELATED ITEMS	Filed May 28, 1999 Application No.: 09/321,920		Amendment filed April 17, 2000
COUNTRY	DOCKET NO.	TITLE	PATENT APPL/DATE	PATENT NO./DATE	STATUS
U.S.	6146-72	Provisional Application for: ON-LINE DISTRIBUTION OF MUSIC RELATED ITEMS	April 17, 2000 09/28/00 60/198,095		Pending

**VAN KOEVERING COMPANY
PATENTS**

COUNTRY	DOCKET NO	TITLE	PATENT APPL/DATE	PATENT NO./DATE	STATUS
U.S.	6145-20	MUSICAL INSTRUMENT SCREEN	08/781,309 01/15/97 08/781,309	5804078 1/26/99	Received Letters Patent
U.S.	0145-24	LOUDSPEAKER SYSTEM FOR PIANO	08/784,098 01/15/97 08/784,016	5789693 08/04/98	Received Letters Patent
U.S.	6145-33	MUSICAL INSTRUMENT SYSTEM (CORE APPLICATION)	08/879,678	5808897 6/1/99	(waiting on Assignment to be cleared)
U.S.	6145-34	MUSICAL INSTRUMENT SYSTEM (CORE APPLICATION)	PCT US97/10828		First Written Opinion of PCT Office indicates allowable subject matter; Awaiting favorable Preliminary Examination Response
U.S.	6145-42	INTEGRATED ADAPTOR MODULE	01/26/99 09/237,150		Office Action January 6, 2000 Response Filed
U.S.	0145-42-1	INTEGRATED ADAPTOR MODULE	04/08/99 08/288,740 09/288,740		Issue Fee Paid 10-16-00; Amendment After Allowance also Filed

PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, VAN KOEVERING COMPANY, a Tennessee corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and owns the patents, patent applications and patent registrations listed on Schedule 2 annexed hereto; and

WHEREAS, Grantor and Joseph Schuchert and The Morey Corporation named therein (the "Lenders") are parties to that certain Settlement and Restatement of Debt and Security Agreement, dated as of the date hereof (as same may be amended and in effect from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement between Grantor and Lenders, Grantor has granted to Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent registrations, research, trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by such property, and all proceeds thereof, to secure the payment of all amounts owing by Grantor to Lenders;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent or Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) Each patent, patent registration and patent application, including without limitation, the patents, patent registrations (together with any reissues, continuations or extensions thereof) and patent applications referred to in Schedule 2 annexed hereto, and all the goodwill of the business connected with the use of such patents, patent registrations and patent applications;
- (2) Each patent license used in the business of the Grantor;
- (3) Each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (4) Each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

(5) All products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any patent, patent registrations, trademark or trademark registration including, without limitation, those referred to in Schedule 1 or Schedule 2 annexed hereto, or (b) injury to the goodwill associated with any patent, patent registration, patent application, trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lenders with respect to the security interest in the Patent or Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including the designation of Joseph S. Schuchert, Jr. or his designee as agent and attorney-in-fact to execute all documents and take all acts in furtherance of the rights of the Lenders under this Agreement and the Security Agreement. Capitalized terms used herein without definition shall have the meanings given such terms in the Security Agreement.

The Patent or Trademark Collateral listed on Schedule 1 and Schedule 2 constitutes the material Patent or Trademark Collateral owned by Grantor as of the date hereof. If Grantor shall obtain or become entitled to the benefit of any new Patent or Trademark Collateral not listed on Schedule 1 or Schedule 2, Grantor shall give to the Lenders prompt written notice thereof. Grantor hereby authorizes the Lenders to modify this Patent and Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Patent or Trademark Collateral and such new Patent or Trademark Collateral shall be deemed pledged to the Lenders and the Lenders shall have a security interest therein.

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of 3rd day of August, 2000.

VAN KOEVERING COMPANY

By: _____
Name:
Title:

Acknowledged:


JOSEPH S. SCHUCHERT, JR.

THE MOREY CORPORATION


(5) All products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any patent, patent registrations, trademark or trademark registration including, without limitation, those referred to in Schedule 1 or Schedule 2 annexed hereto, or (b) injury to the goodwill associated with any patent, patent registration, patent application, trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lenders with respect to the security interest in the Patent or Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including the designation of Joseph S. Schuchert, Jr. or his designee as agent and attorney-in-fact to execute all documents and take all acts in furtherance of the rights of the Lenders under this Agreement and the Security Agreement. Capitalized terms used herein without definition shall have the meanings given such terms in the Security Agreement.

The Patent or Trademark Collateral listed on Schedule 1 and Schedule 2 constitutes the material Patent or Trademark Collateral owned by Grantor as of the date hereof. If Grantor shall obtain or become entitled to the benefit of any new Patent or Trademark Collateral not listed on Schedule 1 or Schedule 2, Grantor shall give to the Lenders prompt written notice thereof. Grantor hereby authorizes the Lenders to modify this Patent and Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Patent or Trademark Collateral and such new Patent or Trademark Collateral shall be deemed pledged to the Lenders and the Lenders shall have a security interest therein.

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of _____ day of _____, 2000.

VAN KOEVERING COMPANY

By: 
Name: APRIL MORRIS
Title: PRESIDENT

Acknowledged:

JOSEPH S. SCHUCHERT, JR.

THE MOREY CORPORATION

(5) All products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any patent, patent registrations, trademark or trademark registration including, without limitation, those referred to in Schedule 1 or Schedule 2 annexed hereto, or (b) injury to the goodwill associated with any patent, patent registration, patent application, trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lenders with respect to the security interest in the Patent or Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including the designation of Joseph S. Schuchert, Jr. or his designee as agent and attorney-in-fact to execute all documents and take all acts in furtherance of the rights of the Lenders under this Agreement and the Security Agreement. Capitalized terms used herein without definition shall have the meanings given such terms in the Security Agreement.

The Patent or Trademark Collateral listed on Schedule 1 and Schedule 2 constitutes the material Patent or Trademark Collateral owned by Grantor as of the date hereof. If Grantor shall obtain or become entitled to the benefit of any new Patent or Trademark Collateral not listed on Schedule 1 or Schedule 2, Grantor shall give to the Lenders prompt written notice thereof. Grantor hereby authorizes the Lenders to modify this Patent and Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Patent or Trademark Collateral and such new Patent or Trademark Collateral shall be deemed pledged to the Lenders and the Lenders shall have a security interest therein.

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of ____ day of _____, 2000.

VAN KOEVERING COMPANY

By: _____

Name:

Title:

Acknowledged:

JOSEPH S. SCHUCHERT, JR.

Scott Morey Aug 3, 2000

THE MOREY CORPORATION

Schedule 1

VAN KOEVEERING COMPANY
PATENTS

COUNTRY	DOCKET NO.	TITLE	PATENT APPL/DATE	PATENT NO./DATE	STATUS
U.S.	6145-20	MUSICAL INSTRUMENT SCREEN	08/781,309 01/15/97	5864078 1/26/99	Received Letters Patent
U.S.	6145-24	LOUDSPEAKER SYSTEM FOR PIANO	08/784,096 01/15/97	5789693 08/04/98	Received Letters Patent
U.S.	6145-33	MUSICAL INSTRUMENT SYSTEM (CORE APPLICATION)	08/879,678	5908997 6/1/99	(waiting on Assignment to be cleared)
U.S.	6145-34	MUSICAL INSTRUMENT SYSTEM (CORE APPLICATION)	PCT US97/10828		First Written Opinion of PCT Office indicates allowable subject matter; Awaiting favorable Preliminary Examination Response
CANADA	6145-34A		12/18/98	2261275	2nd Maintenance Fee due 06/23/00 and requested; Request for Examination due 06/23/02; Pending;
JAPAN	6145-34B		12/24/98	10-503418	Pending; Request for Exam. Due 06/23/04
EPO	6145-34C		1/19/99	97930183.5	Pending; Annulity fee due 06/30/00 and requested; file in Hong Kong prior to 10/13/99; Instructed
Hong Kong	6145-34D		10/14/99	99104555.1	Pending
U.S.	6145-42	INTEGRATED ADAPTOR MODULE	01/25/99 09/237,150		Office Action January 6, 2000 Response Filed
U.S.	6145-42-1	INTEGRATED ADAPTOR MODULE	04/08/99 09/288,740		Issue Fee Paid 10-16-00; Amendment After Allowance also Filed

VAN KOEVERING COMPANY
PATENTS

Schedule 1

COUNTRY	DOCKET NO.	TITLE	PATENT APPL/DATE	PATENT NO./DATE	STATUS
U.S.	6145-50	PORTED SPEAKER SYSTEM			Patentability under consideration
U.S.	6145-54	PICTURE FRAME (DESIGN)			Not Filed; prior art prevents
U.S.	6145-55	MUSICAL INSTRUMENT SYSTEM	05/28/99 09/321,920	6160213	(Continuation of 6145-33) Notice of Allowance - Issue Fee Due October 16, 2000 and paid on September 20, 2000
U.S. COPYRIGHT	6145-51	SCREEN LAYOUT			Copyright in preparation (working on source code)
U.S.	6145-43	SCREEN DISPLAY	Filed 07/08/99		Pending
U.S. PATENT	6145-55	MUSICAL INSTRUMENT SYSTEM ON-LINE DISTRIBUTION OF MUSIC RELATED ITEMS	Filed May 28, 1999 Application No.: 09/321,920		Amendment filed April 17, 2000
U.S.	6145-61	Infringement Review - Korg			Preliminary Infringement Review Complete No further action until instructed by client
U.S.	6145-64	INTEGRATED ADAPTOR MODULE	Filed 1-25-00	PCT	PCT Application filed 1-25-00; Invitation to Correct Defects 3-23-00 - Response due 4-23-00 and Filed
U.S.	6145-70	TM: GALAXY M			Preliminary Search report sent 3-15-00; waiting for instructions

VAN KOEVEERING COMPANY
PATENTS

Schedule 1

COUNTRY	DOCKET NO.	TITLE	PATENT APPL/DATE	PATENT NO./DATE	STATUS
U.S.	6145-72	Provisional Application for: ON LINE DISTRIBUTION OF MUSIC RELATED ITEMS	April 17, 2000 60/198,095		Pending

Schedule 2

VAN KOEVERING COMPANY
TRADEMARKS

COUNTRY	DOCKET NO.	MARK	TRADEMARK APPL. NO./DATE	TRADEMARK REG. NO./DATE	STATUS
U.S.	6145-8	VAN KOEVERING	75/125,841; 6/26/96	2,182,754 8/18/98	Registered 8 & 15. Affidavit due 08/18/03-08/18/04, Renew 08/18/08
U.S.	6145-10	INTERACTIVE MUSIC TOUCH	75/126,197; 06/27/96	2,251,658 6/8/99	Registered 8 & 15. Affidavit due 06/08/04-06/08/05, Renew 06/08/09
U.S.	6145-10A	INTERACTIVE MUSIC TOUCH	75/620,540; 01/13/98		Notice of Allowance issued 06/20/00; Extension of Time filed 06/20/01; Statement of Use due 06/20/01
U.S.	6145-12	THE FUN AND ONLY	75/143,880; 07/24/96		Notice of Allowance issued 07/01/97; Extension of time to file Statement of Use to 07/01/00; Abandon per client 06/14/00
U.S.	6145-16	MAGNITUDE	75/238,377; 02/07/97		Abandoned.
U.S.	6145-26	DISCOVER THE ARTIST IN YOU	75/216,377; 12/20/96	2,194,204 10/06/98	Registered; 8 & 15. Affidavit due 10/06/03-10/06/04, Renew 10/06/08
U.S.	6145-28	DISCOVER THE ARTIST IN YOU AND DESIGN	75/216,377; 12/20/96	2,194,203 10/06/98	Registered; 8 & 15. Affidavit due 10/06/03-10/06/04, Renew 10/06/08
U.S.	6145-29	INTERACTIVE MUSIC TECHNOLOGY	75/216,398; 12/20/96	2,239,878 4/13/99	Registered. 8 & 15 Affidavit due 04/13/04-04/13/05, Renew 04/13/08
U.S.	6145-30	VAN KOEVERING INTERACTIVE MUSIC TECHNOLOGY	75/216,376; 12/20/96	2,239,878 8/31/99	Registered; Section 8 & 15 due 08/31/04-08/31/05; Renew 08/31/09
U.S.	6145-31	INTERACTIVE PIANO	75/212,425; 12/12/96	2,243,942 5/4/99	Registered; 8 & 15. Affidavit due 05/04/04-05/04/05, Renewal Due 05/04/09
U.S.	6145-32	INTERNET PIANO	75/220,710; 01/02/97		Abandoned.
U.S.	6145-36	VIP-300	75/387,904; 11/10/97		Registered; 8 & 15. Affidavit due 02/16/04-02/16/05, Renew 02/16/09
U.S.	6145-38	VAN KOEVERING (for services)	75/504,539; 06/18/98		Notice of Allowance dated 01/04/00; Use due 07/04/00; filed Ext. of Time; Use due 07/04/01
U.S.	6145-39	INTERACTIVE MUSIC TECHNOLOGY	76/171,296 11/27/00		Initial Applications Abandoned; New Application Filed
U.S.	6145-44	IMT			To Be Filed; waiting for specimens
U.S.	6145-46	INTERCHANGEABLE SOUND SET TECHNOLOGY	75/635,334 02/04/99		Final Office Action dated 04/07/00; Response due 10/07/00; 10/30/00, per Client Abandon.

Schedule 2

VAN KOEVERING COMPANY
TRADEMARKS

COUNTRY	DOCKET NO.	MARK	TRADEMARK APPL. NO./DATE	TRADEMARK REG. NO./DATE	STATUS
U.S.	6145-52	IMT INTERACTIVE MUSIC TECHNOLOGY			To Be Filed; waiting for specimens
U.S.	6145-53	IMT INTERACTIVE MUSIC TECHNOLOGY			Not To Be Filed, per client 06/14/00; protection with 6145-39 for INTERACTIVE MUSIC TECHNOLOGY
U.S.	6145-57	PLAY TO LEARN			Search sent - Waiting on instructions for register
U.S.	6145-58	EXPANTIA	7/28/99	75/762,273	Published 12/19/00; Awaiting Notice of Allowance
U.S.	6145-59	PHILHARMONIC	7/28/99	75/762,645	Response to Office Action filed 07/11/00; Pending
U.S.	6145-60	XPANTIA	9/23/99	75/806,825	Published 12/19/00; Awaiting Notice of Allowance
U.S.	6145-62	E-MUSIC RACK	2/24/00	75/927,111	Office Action dated 08/02/00; Response due 02/02/01; will file prior to due date
U.S.	6145-63	VKMOS-VAN KOEVERING MUSIC OPERATING SYSTEM			Search Report to Client 03/31/00; Client to Advise
U.S.	6145-68	INTERACTIVE PIANO CENTER			Search Report to Client 03/31/00; Client to Advise
U.S.	6145-69	VIRTUAL MUSIC CABINET/CHEST			06/14/00, Client to Advise.
U.S.	6145-70	GALAXY M			Preliminary Search done 03/09/00; No action unless instructed
U.S.	6145-73	TOUCHSTATION			Preliminary Search done 05/03/00; No action unless instructed
U.S.	6145-76	GRAPHICAL MUSIC INTERFACE			Preliminary Search done 06/15/00
U.S.	6145-79	PIANO			Full T&T Search ordered 07/18/00; Client to advise
U.S.	6145-82	MUSIC DASHBOARD			Full T&T Search ordered 07/18/00; Client to advise
U.S.	6145-84	THE PIANO LAB			Preliminary Search 11/28/00; No Action
U.S.	6145-85	THE GUITAR LAB			Preliminary Search 11/29/00; No Action