

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3652276

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SCHULMERICH CARILLONS, INC.	07/31/2012
RECEIVING PARTY DATA		
Name:	OSTROGOTH LLC	
Street Address:	CARILLON HILL, P.O. BOX 903	
City:	SELLERSVILLE	
State/Country:	PENNSYLVANIA	
Postal Code:	18960-0903	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6198034
CORRESPONDENCE DATA		
Fax Number:	(610)680-3312	
<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:	610-395-4900	
Email:	assignments@designip.com	
Correspondent Name:	DAMON A. NEAGLE	
Address Line 1:	5050 W. TILGHMAN STREET, SUITE 435	
Address Line 4:	ALLENTOWN, PENNSYLVANIA 18104	
ATTORNEY DOCKET NUMBER:	SBL-G0002	
NAME OF SUBMITTER:	JAMES J. AQUILINA	
SIGNATURE:	/James J. Aquilina/	
DATE SIGNED:	12/10/2015	
Total Attachments: 49		
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ASSET PURCHASE AGREEMENT

by and between

SCHULMERICH CARILLONS, INC.,

SCOTT F. SCHUMACKER,

MARY ELIZABETH SCHUMACKER,

OSTROGOTH LLC

and

CARILLON HILL, L.P.

Dated as of July 31, 2012

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, dated as of July 31, 2012, is entered into by and among **SCHULMERICH CARILLONS, INC.**, a Pennsylvania corporation (the "Seller"), Scott F. Schumacker and Mary Elizabeth Schumacker, individuals who are each the beneficiaries of trusts that own a majority of the issued and outstanding shares of Seller (the "Major Shareholder Representatives") and together with the Seller, the "Seller Parties"), **OSTROGOTH LLC**, a Delaware limited liability company ("Buyer") and **CARILLON HILL, L.P.**, a Pennsylvania limited partnership ("Carillon Hill" and together with Buyer, the "Buyer Parties").

BACKGROUND

A. The Seller is engaged in the business of the sale and manufacture, servicing and repair of musical hand bells, carillon systems and related equipment (the "Business").

B. Buyer wishes to purchase and acquire and the Seller desires to sell to Buyer, certain assets of the Seller used or held for use in the Business on and subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the premises, and the mutual representations, warranties, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I **DEFINITIONS**

1.01 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Intellectual Property" means the following: (i) all patents, patent applications, and docketed inventions (including all related continuations, continuations-in-part, divisionals, reissues and reexaminations); (ii) registered trademarks and service marks, Internet domain names, URLs, websites, corporate names and doing business designations and all registrations and applications for registration of the foregoing, common law and unregistered trademarks and service marks and trade dress, trade names, and all goodwill in the foregoing (collectively, the "Trademark Rights"); (iii) copyrights, data and database rights and registrations and applications for registration thereof; (iv) mask works and registrations and applications for registration thereof; (v) inventions, invention disclosures, statutory invention registrations, designs, trade secrets, confidential business information, proprietary business information, know-how, processes and techniques (including, without limitation, manufacturing and product processes), research and development information, engineering, drawings, plans and product specifications, software, financial, marketing and business data, pricing and cost information, business and marketing plans, customer, supplier, vendor and distributor lists and information, and all other intellectual property, in each case, whether patentable or nonpatentable, whether copyrightable or noncopyrightable and whether or not reduced to practice; and (vi) all other proprietary rights relating to any of the foregoing (including remedies against infringement thereof and rights of protection of interest therein under the laws of all jurisdictions).

1.02 Other Defined Terms. Other capitalized terms used herein shall have the meanings given to them elsewhere in this Agreement.

ARTICLE II

PURCHASE AND SALE

2.01 Purchase of Assets. Subject to the terms and conditions of this Agreement, at the Closing, the Seller shall sell, transfer, convey, assign and deliver to the Buyer Parties, and the Buyer Parties shall purchase and acquire from the Seller, free and clear of all Liens, all of its right, title and interest in and to all of the assets, properties and rights of the Seller used or held for use in the Business, but excepting the Excluded Assets, wherever located, and whether or not reflected on the books of the Seller (the "Acquired Assets"), including, without limitation, the following:

(d) all Real Property owned by Seller, which shall be conveyed by the Seller to Carillon Hill;

(i) all Intellectual Property owned or purported to be owned by the Seller (including, without limitation, all Trademark Rights and other rights in and to the Business name and brand, all websites, internet domains and telephone and facsimile numbers), or that is licensed to the Seller by a third party, that is used or held for use in the Business, including, without limitation, the Intellectual Property identified on Schedule 4.16(a) (the "Acquired Intellectual Property");

(l) the goodwill of Seller relating to the Business;

(m) any rights with respect to the corporate name "Schulmerich Carillons, Inc.";

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLER PARTIES:

SCHULMERICH CARILLONS, INC.

By: Nevin H. Scholl
Name: Nevin H. Scholl
Title: President

Scott F. Schumacker
Scott F. Schumacker

Mary Elizabeth Schumacker
Mary/Elizabeth Schumacker

BUYER PARTIES:

OSTROGOTH, LLC

By: _____
Name: Jonathan Goldstein
Title: President and CEO

CARILLON HILL, LP

By: Carillon Hill Manager, LLC, its general partner

By: _____
Name: Jonathan Goldstein
Title: President and CEO

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SELLER PARTIES:

SCHULMERICH CARILLONS, INC.

By: _____

Name: Nevin H. Scholl

Title: President



Scott F. Schumacker

Mary Elizabeth Schumacker

BUYER PARTIES:

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By: _____

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SELLER PARTIES:

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By: _____
Name:
Title:

Scott F. Schumacker

Mary Elizabeth Schumacker

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By: _____
Name: Jonathan Goldstein
Title: President and CEO

CARILLON HILL, LP

By: **Carillon Hill Manager, LLC, its general partner**

By: _____
Name: Jonathan Goldstein
Title: President and CEO