

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Pacific Western Bank		10/19/2009	Bank: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SCLA Acquisition, LLC		
<b>Street Address:</b>	750 Cowan Street		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37207		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3197859	CENTER STAGING MUSICAL PRODUCTIONS INC	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(423)785-8480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4237566600		
Email:	bmiddleton@millermartin.com		
Correspondent Name:	Stephen J. Stark		
Address Line 1:	832 Georgia Avenue		
Address Line 2:	Suite 1000 Volunteer Building		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	02310-0120		
NAME OF SUBMITTER:	Stephen J. Stark		
Signature:	/907146/		
Date:	10/30/2009		

CH \$40.00 3197859

**Total Attachments: 10**

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**NOTIFICATION OF DISPOSITION OF COLLATERAL**

To: Mr. Craig Smith, Miller & Martin PLLC Date: October 19, 2009

Address: Suite 1000 Volunteer Building, 832 George Avenue  
Chattanooga, TN 37402

Name of Debtor(s): CenterStaging Musical Productions, Inc.  
3407 Winona Avenue  
Burbank, CA 91504

We will sell the following:

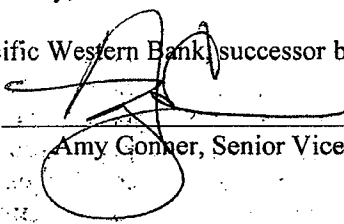
All inventory, equipment, chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds), together with the following property: All Fixtures. Privately sometime after October 29, 2009.

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell for a charge of \$0. You may request an accounting by calling us at (760) 432-1234.

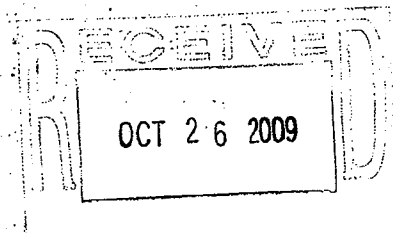
If you need more information about the sale, call us at (760) 432-1234 or write us at: **Pacific Western Bank, 900 Canterbury Place, Suite 101, Escondido, CA 92025.**

Sincerely,

Pacific Western Bank, successor by merger to Community National Bank

By:   
Amy Gonner, Senior Vice President

Date: October 19, 2009



**BILL OF SALE**

Pacific Western Bank, a California state-chartered bank, successor in interest to Community National Bank ("Seller"), as secured party, pursuant to a duly-noticed private sale under Division Nine of the California Commercial Code, hereby sells, conveys, transfers, and assigns to SCLA Acquisition, LLC, a Delaware limited liability company ("Buyer"), all right, title and interest of CenterStaging Musical Productions, Inc., a California corporation ("Debtor"), in and to certain property in which Seller claims a security interest (the "Collateral"). The Collateral is all of Debtor's right, title and interest, if any, in and to Debtor's:

inventory, equipment, chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds), together with the following property: all fixtures.

The Collateral does not include accounts (including but not limited to health-care-insurance receivables).

This bill of sale is given to carry out the obligations of Buyer and Seller under that certain Foreclosure Sale Agreement by and between them and dated as of October 20, 2009, is made solely for their benefit and not for the benefit of any third party, shall be governed by California law, and shall not be deemed to expand, diminish, amend, modify or otherwise change any of the rights or obligations of Buyer or Seller under the Foreclosure Sale Agreement. If there is any conflict between this Bill of Sale and the Foreclosure Sale Agreement, the Foreclosure Sale Agreement shall prevail.

Pacific Western Bank

By: \_\_\_\_\_

Amy Conner  
Senior Vice President

Its:

SCLA Acquisition, LLC

By: 

S. Ben Jumper  
President

Its:

354207.3 51686.7059

**BILL OF SALE**

Pacific Western Bank, a California state-chartered bank, successor in interest to Community National Bank ("Seller"), as secured party, pursuant to a duly-noticed private sale under Division Nine of the California Commercial Code, hereby sells, conveys, transfers, and assigns to SCLA Acquisition, LLC, a Delaware limited liability company ("Buyer"), all right, title and interest of CenterStaging Musical Productions, Inc., a California corporation ("Debtor"), in and to certain property in which Seller claims a security interest (the "Collateral"). The Collateral is all of Debtor's right, title and interest, if any, in and to Debtor's:

inventory, equipment, chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds), together with the following property: all fixtures.

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Pacific Western Bank

SCLA Acquisition, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Amy Conner

S. Ben Jumper

Its: \_\_\_\_\_

Senior Vice President

Its: \_\_\_\_\_

President

354207.3 51686.7059

# WILSHIRE ESCROW COMPANY

a corporation

4270 Wilshire Boulevard  
Los Angeles, California 90010  
(323) 935-3530 Fax (323) 935-4805  
www.wilshire-escrow.com

Escrow Instructions: **GENERAL**  
Escrow Officer: Larry Shewfelt (Ext. 338)

Escrow Number: 1626  
Date: October 20, 2009

RE: CenterStaging Musical Pro. Inc

## Escrow Instructions:

Buyer and Seller hand you herewith an Agreement entitled FORECLOSURE SALE AGREEMENT dated October 20, 2009, by and between Pacific Western Bank, a California state-chartered bank, as Seller, and SCLA Acquisition, LLC, a Delaware Limited Liability Company, as Buyer, (hereinafter referred to as the "Agreement"). Escrow holder is hereby authorized and instructed to use said Agreement as further escrow instructions insofar as same pertains to an escrow. In the event of any inconsistencies between these Escrow Instructions and the Agreement, the Agreement shall control.

Buyer shall wire into escrow, no later than 1:00 p.m., PST, October 30, 2009, the total purchase price of \$1,518,750.00, of which \$393,750.00 has already been deposited into escrow. Buyer shall wire an addition \$1,250.00 for Buyer portion of the escrow fee. Hence, Buyer shall deposit into escrow an additional \$1,126,250.00.

The close of escrow shall take effect on October 30, 2009 per paragraph 5 of the Agreement.

At least 1 day prior to the close of escrow, Seller shall deliver to Escrow a original Bill of Sale with respect to the Collateral as described per paragraphs 7(e) and 12(a)(1) of the Agreement.

The escrow fee shall be a total of \$2,500.00, to be split equally between the Buyer and Seller.

WILSHIRE ESCROW COMPANY is licensed by the State of California, Department of Corporations under License #963 0326 issued in 1944.

## GENERAL INSTRUCTIONS

- a) You are hereby authorized to destroy without liability and without further notice to us, all documents, papers, instructions and any other material in connection with this escrow five years after termination of same.
- b) Each of the parties herein agree to save and hold you harmless, by reason of any misrepresentation or omission by any of the parties to this escrow as to compliance with rules and/or regulations of any governmental agency, State, Federal, Municipal, or otherwise, as concerns rent control, priorities, price ceilings, and matters of a like nature.
- c) In the event that the conditions of this escrow have not been complied with at the expiration of the time provided for herein, you are instructed to complete the same at the earliest possible date thereafter, unless we or either of us have made written demand upon you for return of the money and/or instruments deposited by either of us, in which case you may return all instruments and/or funds to the respective parties hereto and this escrow will without further notice be considered terminated, or you may withhold and stop all further proceedings in this escrow without liability for interest on funds held or for damages or otherwise until receipt of mutual cancellation instructions by all parties shall have been deposited in this escrow, whereupon you are then instructed to disburse the escrow funds and instruments accordingly, less your proper charges.

You are further authorized and instructed to remit all the funds by your check to the party(ies) depositing same in this escrow if this escrow is

\*\*\* ESCROW NO. 1626 INSTRUCTIONS ARE CONTINUED ON NEXT PAGE \*\*\*  
\*\*\* PLEASE SIGN ON LAST PAGE \*\*\*

not consummated, unless specifically instructed to the contrary.

- d) If conflicting demands are made or notice served upon you or legal action is taken in connection with this escrow, you shall not be required to determine the same or take any action in the premises, but may withhold and stop all further proceedings without liability therefor, or you may file suit in interpleader or for declaratory relief. If you are required to respond to any legal summons or proceedings or if any action of interpleader or declaratory relief is brought by you, we jointly and severally agree to pay all costs, expenses and reasonable attorney's fees expended or incurred by you, and a lien is hereby created in your company's favor to cover said items. We agree to save you harmless as escrow holder hereunder from all loss and expenses, including reasonable attorney's fees and court costs sustained by reason of any action, legal or otherwise, which may in any way arise out of this escrow, before or after closing, notwithstanding anything in these instructions to the contrary.
- e) Each of the parties herein agree that in the event of cancellation each party shall pay you their respective sum sufficient to pay you for any expenses which you have incurred pursuant to these instructions and a reasonable cancellation fee for services rendered by you, said expenses and fees to be put in escrow before cancellation is effective. We further agree that said charges may be apportioned to us in a manner which you consider equitable and that your decision in that regard will be binding and conclusive upon us. Any funds which have been deposited by a licensed real estate broker for either or both of us shall be returned to such broker.
- f) Any action brought against the escrow holder, based on these instructions or the transaction arising therefrom, shall be filed within one (1) year from the closing of said escrow, or shall be forever barred.
- g) Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of the policy of title insurance called for, is authorized, and in connection therewith, funds and/or instruments received in this escrow may be delivered to, or deposited with any Bank, Title Company, Savings and Loan Association, or Licensed Escrow Agent, subject to your order, prior to the close of escrow, for the purpose of complying with the terms and conditions of these escrow instructions.

**BUYER SIGNATURE(S):**

SCLA Acquisition, LLC, a Delaware  
Limited Liability Company

BY: \_\_\_\_\_  
S. Ben Jumper, President

FORWARDING: 750 Cowan Street, Nashville, TN 37207

**SELLER SIGNATURE(S):**

Pacific Western Bank, a California State-  
Chartered Bank

BY: \_\_\_\_\_  
Amy Conner, Senior Vice President  
*Vice ac*

FORWARDING: 900 Canterbury Place, Suite 101, Escondido, CA 92025

not consented, unless specifically instructed to the contrary.

- d) If conflicting demands are made or notice served upon you or legal action is taken in connection with this escrow, you shall not be required to determine the same or take any action in the premises, but may withhold and stop all further proceedings without liability therefor, or you may file suit in interpleader or for declaratory relief. If you are required to respond to any legal summons or proceedings or if any action of interpleader or declaratory relief is brought by you, we jointly and severally agree to pay all costs, expenses and reasonable attorney's fees expended or incurred by you, and a lien is hereby created in your company's favor to cover said items. We agree to save you harmless as escrow holder hereunder from all loss and expenses, including reasonable attorney's fees and court costs sustained by reason of any action, legal or otherwise, which may in any way arise out of this escrow, before or after closing, notwithstanding anything in these instructions to the contrary.
- e) Each of the parties herein agree that in the event of cancellation each party shall pay you their respective sum of \$1,250.00 which shall cover the cancellation fee.
- f) Any action brought against the escrow holder, based on these instructions or the transaction arising therefrom, shall be filed within one (1) year from the closing of said escrow, or shall be forever barred.
- g) Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of the policy of title insurance called for, is authorized, and in connection therewith, funds and/or instruments received in this escrow may be delivered to, or deposited with any Bank, Title Company, Savings and Loan Association, or Licensed Escrow Agent, subject to your order, prior to the close of escrow, for the purpose of complying with the terms and conditions of these escrow instructions.

**SENDER SIGNATURE(S):**

BCLA Acquisition, LLC, a Delaware  
Limited Liability Company

BY:   
S. Ken Jumper, President

FORWARDING: 750 Owen Street, Nashville, TN 37207

**SENDER SIGNATURE(S):**

Pacific Western Bank, a California State-  
Chartered Bank

BY:   
Amy Conner, Senior Vice President

FORWARDING: 900 Canterbury Place, Suite 101, Escondido, CA 92025



# WILSHIRE ESCROW COMPANY

a corporation

4270 Wilshire Boulevard  
Los Angeles, California 90010  
(323) 935-3530 Fax (323) 935-4805  
www.wilshire-escrow.com  
**AMENDMENT TO ESCROW INSTRUCTIONS**

TO: WILSHIRE ESCROW COMPANY  
Larry Shewfelt (Ext. 338)  
Escrow Officer

ESCROW NO: 1626  
DATE: October 29, 2009  
PAGE 1 OF 1

RE: CenterStaging Musical Pro. Inc, CA

THESE ESCROW INSTRUCTIONS ARE HEREBY AMENDED/SUPPLEMENTED TO READ AS FOLLOWS:

The close of escrow shall take effect as of October 30, 2009.

The parties hereto do acknowledge and agree that all terms and conditions of the escrow have been complied with and authorize and instruct the escrow holder to close this escrow forthwith, and to disburse all monies and documents to those entitled to same, and upon complying with the foregoing instructions, escrow holder is relieved from any further duties and/or obligations in connection herewith.

Pacific Western Bank, a California State-  
Chartered Bank

SCLA Acquisition, LLC, a  
Delaware LLC

BY:   
Amy Conner, Sr. V.P.

BY: \_\_\_\_\_  
S. Ben Jumper, President

# WILSHIRE ESCROW C O M P A N Y

*a corporation*

4270 Wilshire Boulevard  
Los Angeles, California 90010  
(323) 935-3530 Fax (323) 935-4805  
www.wilshire-escrow.com  
**AMENDMENT TO ESCROW INSTRUCTIONS**

TO: WILSHIRE ESCROW COMPANY  
Larry Shewfelt (Ext. 338)  
Escrow Officer

ESCROW NO: 1626  
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PAGE 1 OF 1

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Pacific Western Bank, a California State-  
Chartered Bank

SCLA Acquisition, LLC, a  
Delaware LLC

BY: \_\_\_\_\_  
Amy Conner, Sr. V.P.

BY:   
S. Ben Jumper, President

# WILSHIRE ESCROW COMPANY

a corporation

## SELLER'S "ESTIMATED" CLOSING STATEMENT

WILSHIRE ESCROW COMPANY  
4270 Wilshire Blvd.  
Los Angeles, California 90010 (323) 935-3530

Escrow No: 1626-022  
Date: October 29, 2009  
Page 1 of 1

THE FOLLOWING FIGURES ARE BASED ON INFORMATION DEEMED RELIABLE, BUT ARE NOT GUARANTEED AND MAY BE SUBJECT TO CHANGE ON THE FINAL SETTLEMENT STATEMENT.

PACIFIC WESTERN BANK

RE: CENTERSTAGING MUSICAL PRO. INC, , CA

	<u>DEBIT</u>	<u>CREDIT</u>
Total Consideration		1,518,750.00
<u>ESCROW FEES</u> Escrow Base Fee	1,250.00	
TOTAL AMOUNT DUE SELLER	1,517,500.00	
TOTALS	1,518,750.00	1,518,750.00

READ AND APPROVED

X [Signature], SVP  
X \_\_\_\_\_

TRADEMARK

REEL: 004088 FRAME: 0754

# WILSHIRE ESCROW COMPANY

a corporation

## BUYER'S "ESTIMATED" CLOSING STATEMENT

WILSHIRE ESCROW COMPANY  
4270 Wilshire Blvd.  
Los Angeles, California 90010 (323) 935-3530

Escrow No: 1626-022  
Date: October 29, 2009  
Page 1 of 1

THE FOLLOWING FIGURES ARE BASED ON INFORMATION DEEMED RELIABLE, BUT ARE NOT GUARANTEED AND MAY BE SUBJECT TO CHANGE ON THE FINAL SETTLEMENT STATEMENTS.

SCLA ACQUISITION, LLC

RE: CENTERSTAGING MUSICAL PRO. INC, , CA

	<u>DEBIT</u>	<u>CREDIT</u>
Total Consideration	1,518,750.00	
Deposit by USB-Buyer's Deposit		262,500.00
Deposit by USB-Buyer's Deposit		131,250.00
<u>ESCROW FEES</u>		
Escrow Base Fee	1,250.00	
TOTAL AMOUNT DUE FROM BUYER (APPROX)		1,126,250.00 **
TOTALS	1,520,000.00	1,520,000.00

\*\*PLEASE HAVE FUNDS WIRED AS FOLLOWS:

US BANK  
633 WEST 5TH STREET, LOS ANGELES, CALIF. 90071  
ABA #1222 35821  
FOR DEPOSIT TO THE ACCOUNT OF WILSHIRE ESCROW COMPANY  
ACCOUNT # 165711907774  
FOR CREDIT TO ESCROW #1626

\*\* Please reference your escrow number. Wires received without an escrow number reference may be returned to sender.

READ AND APPROVED  
X \_\_\_\_\_  
X \_\_\_\_\_

Oct. 29 2009 04:06PM P2

FAX NO. : 8188472332

FROM: CENTERSTAGING