

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Memorandum of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Steinway Musical Instruments		09/29/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GMAC Commercial Finance LLC
<b>Street Address:</b>	3000 Town Center, Ste. 280
<b>City:</b>	Southfield
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48075
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1898854	BOSTON DESIGNED BY STEINWAY & SONS
Registration Number:	2325865	CROWN JEWEL COLLECTION
Registration Number:	2669729	ESSEX
Registration Number:	2669730	ESSEX
Registration Number:	2515695	HEIRLOOM COLLECTION
Registration Number:	2925601	
Registration Number:	2921084	STEINWAY
Registration Number:	2624786	STEINWAY
Registration Number:	2976805	STEINWAY & SONS
Registration Number:	2615277	STEINWAY & SONS

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)962-7049
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	800-342-3676

**OP \$265.00 1898854**

Email: Michelle.herkenham@wolterskluwer.com  
Correspondent Name: UCC Direct Services  
Address Line 1: 187 Wolf Road, Suite 101  
Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:	Anna Moses
Signature:	/Anna Moses/
Date:	10/23/2006

Total Attachments: 3  
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**MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS**

United States Department of Commerce  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Ladies and Gentlemen:

Pursuant to the Third Amended and Restated General Security Agreement, dated as of September 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), Steinway Musical Instruments, a Delaware corporation (the "Assignor"), has granted to GMAC COMMERCIAL FINANCE LLC, as agent for certain lenders, as Assignee (the "Assignee") a continuing security interest in, and a continuing lien upon, the Trademarks and Trademark Licenses (as such terms are defined in the Security Agreement) including the trademarks listed on the annexed Exhibit A, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Assignee's security interest in the Trademarks can only be terminated in accordance with the terms of the Security Agreement.

Dated: 9-29-06

Very truly yours,

STEINWAY MUSICAL INSTRUMENTS, INC.

By Dennis M. Hanson

Name: Dennis M. Hanson

Title: SR. EVP

**ACKNOWLEDGED BY:**

GMAC COMMERCIAL FINANCE LLC,  
as Assignee

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: 9-29-06

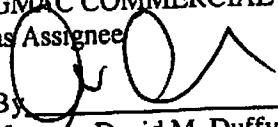
Very truly yours,

STEINWAY MUSICAL INSTRUMENTS, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED BY:**

GMAC COMMERCIAL FINANCE LLC,  
as Assignee

By   
Name: David M. Duffy  
Title: Director

TRADEMARKS

<u>Serial No. or Registration No.</u>	<u>Registration Date</u>	<u>Title</u>
1,898,854	6/13/1995	Boston (Stylized) Designed by Steinway & Sons and Design
2,325,865	3/7/2000	Crowned Jewel Collection
2,669,729	12/31/2002	Essex
2,669,730	12/31/2002	Essex (Stylized)
2,515,695	12/4/2001	Heirloom Collection
2,925,601	2/8/2005	Lyre Design (New Version)
2,921,084	1/25/2005	Steinway
2,624,786	9/24/2002	Steinway
2,976,805	7/26/2005	Steinway & Sons
2,615,277	9/3/2002	Steinway & Sons and Lyre Design

TRADEMARK LICENSES

Serial No.  
or Registration No.

NONE

TRADEMARK APPLICATIONS

Serial Number

NONE

DETROIT.2317875.1