

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brook Mays Joint Venture		08/28/2008	JOINT VENTURE: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Universal Melody Services
Doing Business As:	DBA Brook Mays Music and H&H Music
Street Address:	8605 Carpenter Freeway
City:	Dallas
State/Country:	TEXAS
Postal Code:	75247
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2412077	BROOK MAYS
Registration Number:	1806011	FREDRICK SCHMIDT
Registration Number:	3061934	GUNTER MAIBACH
Registration Number:	3166849	H. SCHOENBACH
Registration Number:	1782607	JACOB ERICH
Registration Number:	3061935	KARL REISER
Registration Number:	3284168	PLAY ONE
Registration Number:	2888258	RIDENOUR
Registration Number:	1881046	S-SERIES
Registration Number:	2535390	SONATA
Registration Number:	1782608	WENZEL ANTON
Registration Number:	1781334	HEINRICH SCHONBACH
Registration Number:	3110989	F. SCHMIDT MUSICAL INSTRUMENTS

OP \$540.00 2412077

Serial Number:	76062465	BID WIZARD
Serial Number:	75655523	C&S MUSIC
Serial Number:	76062464	ESYMPHONY
Serial Number:	76657576	PLAY ONE
Serial Number:	76630660	LUDWIG DOETSCH
Serial Number:	76610107	PLAYONE
Serial Number:	75615874	RIDENOUR
Registration Number:	1297121	BROOK MAYS

CORRESPONDENCE DATA

Fax Number: (214)905-5031

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-215-7984

Email: GraceEveritt@Yahoo.com

Correspondent Name: Grace Everitt

Address Line 1: 8605 Carpenter Freeway

Address Line 4: Dallas, TEXAS 75247

NAME OF SUBMITTER:	Grace Everitt
Signature:	/Grace Everitt/
Date:	02/17/2009

Total Attachments: 2

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS AGREEMENT

This Assignment of Intellectual Property Assets Agreement (“Agreement”) is made as of August 28, 2008 (“IP Transfer Date”) between Brook Mays Joint Venture (“BMJV”) and Universal Melody Services, LLC (“Universal”).

RECITALS:

- A. BMJV and Brook Mays Music Group Bankruptcy Estate (“Debtor”) executed the Asset Purchase Agreement dated August 11, 2006 (“Purchase Agreement”), wherein BMJV acquired certain intellectual property assets of the Debtor (“IP Assets”) upon the approval order of the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, dated August 15, 2006.
- B. BMJV and Universal executed the Letter Agreement dated August 28, 2006 (“Letter Agreement”), wherein, pursuant to paragraph 15 of the Letter Agreement, BMJV agreed to transfer at no additional cost to Universal all the IP Assets as defined in the Purchase Agreement and reiterated below.
- C. IP Assets do not include the names “Duncan,” “McFadyen,” “Zeswitz,” “Pearson,” “Rogers,” “Rogers Dynasonic,” “Dunham” or “York.”
- D. BMJV and Universal agreed to split equally the proceeds of \$43,500USD from the sale of the name “York” to Schreiber & Keilwerth Musikinstrumente GMBH (“S&K”).

IP ASSETS:

The IP Assets defined in the Purchase Agreement are all trade names, trademarks, copyrights, patents, trade secrets, domain names, and any other intellectual property acquired by BMJV pursuant to the Purchase Agreement, including but not limited to:

- 1) “Brook Mays” (U.S. Trademark Registration No. 2412077)
- 2) “BrookMays.com”
- 3) “Bid Wizard”
- 4) “C&S Music”
- 5) “Esymphony”
- 6) “Fredrick Schmidt” (U.S. Trademark Registration No. 1806011)
- 7) “Gunter Maibach” (U.S. Trademark Registration No. 3061934)
- 8) “H. Schoenbach” (U.S. Trademark Registration No. 3166849)
- 9) “Jacob Erich” (U.S. Trademark Registration No. 1782607)
- 10) “Karl Reiser” (U.S. Trademark Registration No. 3061935)
- 11) “Play One” (U.S. Trademark Registration No. 3284168)
- 12) “Ridenour” (U.S. Trademark Registration No. 2888258)
- 13) “S Series” (U.S. Trademark Registration No. 1881046)
- 14) “Sonata” (U.S. Trademark Registration No. 2535390)
- 15) “Wenzel Anton” (U.S. Trademark Registration No. 1782608)
- 16) “H&H Music”
- 17) “McMurray”
- 18) “Heinrich Schonbach” (U.S. Trademark Registration No. 1781334)
- 19) “F. Schmidt Musical Instruments” (U.S. Trademark Registration No. 3110989)
- 20) “Ludwig Doetsch”

AGREEMENTS:

Section 1. Assignment

BMJV hereby transfers and assigns to Universal all of BMJV's right, title, and interest in and to the IP Assets, including the above-identified U.S. Federal Registration Numbers and all goodwill associated with the IP Assets. This assignment is made by BMJV to Universal free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization. Universal hereby accepts this assignment.

Section 2. Effect of Assignment

This assignment is intended to be and is an absolute assignment of all right, title, and interest of BMJV in and to the IP Assets. This assignment is not executed as security in any respect. From and after the date of this Agreement, Universal shall be the sole and lawful owner of the interest of BMJV in and to the IP Assets and shall have all rights of the Seller in relation to the IP Assets.

Section 3. Warranty of Title and Right to Convey

BMJV believes that BMJV is the sole and absolute owner of the IP Assets with good and valid right to sell and convey the IP Assets and the above-identified U.S. Federal Registration Numbers to Universal. BMJV represents and warrants that BMJV has not granted any liens or otherwise encumbered or transferred any of the IP Assets to any third party, with the exception of the "York" name.

Section 4. Future Assurances

BMJV shall, upon the request of Universal, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights and interests arising under this Agreement.

Section 5. Expenses

BMJV and Universal agree to split equally all costs, including but not limited to attorney's fees and U.S.P.T.O. fees, incurred by either party in the maintenance and transfer of the IP Assets from BMJV to Universal and the name "York" from BMJV to S&K.

Section 6. Limited License

Universal grants BMJV a limited license to use the IP Assets solely for BMJV's ongoing collection efforts for the existing and remaining instrument rental contracts that BMJV purchased from Debtor's bankruptcy estate pursuant to the Purchase Agreement ("Rental Contracts"). This license will terminate once all Rental Contracts are closed or upon mutual agreement.

IN WITNESS WHEREOF, BMJV and Universal hereto have caused this instrument to be duly executed to be effective as of the IP Transfer Date.

**BROOK MAYS JOINT VENTURE, U NIVERSAL MELODY SERVICES, LLC
LLC (BMJV)**

Signatures: 

Printed Name: Scott Bernstein

Title: President

Signature: 

Printed Name: Wm. S. Everett

Title: president