

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Musician's Friend, Inc.		04/12/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Woodwind & Brasswind, Inc.
Street Address:	5795 Lindero Canyon Road
City:	Westlake Village
State/Country:	CALIFORNIA
Postal Code:	91362
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1927030	THE WOODWIND & THE BRASSWIND
Serial Number:	85090885	WOODWIND & BRASSWIND
Serial Number:	85140046	WOODWIND&BRASSWIND.COM
Serial Number:	85140068	WWBW.COM

CORRESPONDENCE DATA	
Fax Number:	3128622200
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3128622000
Email:	patrick.lau@kirkland.com
Correspondent Name:	Kirkland & Ellis LLP
Address Line 1:	300 North LaSalle
Address Line 2:	c/o Patrick Lau, Legal Assistant
Address Line 4:	Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22129-2 PL
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NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	04/16/2012
Total Attachments: 4 source=WWBW - Trademark Assignment MF 4-12-2012 - EXECUTION#page1.tif source=WWBW - Trademark Assignment MF 4-12-2012 - EXECUTION#page2.tif source=WWBW - Trademark Assignment MF 4-12-2012 - EXECUTION#page3.tif source=WWBW - Trademark Assignment MF 4-12-2012 - EXECUTION#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of **April 12, 2012** ("Effective Date") by and between **Musician's Friend, Inc.**, a Delaware corporation, with its principal office at 5795 Lindero Canyon Road, Westlake Village, California 91362, USA ("Assignor"), and **Woodwind & Brasswind, Inc.** a Delaware corporation, with its principal office at 5795 Lindero Canyon Road, Westlake Village, California 91362, USA ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for trademark registration set forth on Schedule A attached hereto, and the foreign trademark registrations and applications for registration set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing;

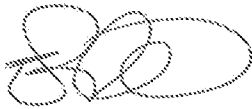
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

MUSICIAN'S FRIEND, INC.



Erick Mason, EVP

WOODWIND & BRASSWIND, INC.



Erick Mason, EVP

SCHEDULE A

United States Trademark Registrations and Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
THE WOODWIND & THE BRASSWIND	74/471526	12/14/1993	1927030	10/17/1995	Registered
WOODWIND & BRASSWIND	85/090885	7/22/2010			Pending Intent to Use
WOODWIND&BRASSWIND.COM	85/140046	9/28/2010			Pending Intent to Use
WWBW.COM	85/140068	9/28/2010			Allowed Intent to Use
THEWOODWIND&BRASSWIND.COM	85/140017	9/28/2010			Abandoned Intent to Use

SCHEDULE B

Foreign Trademark Registrations and Applications

None.

Foreign Trademark Applications

None.