

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334787

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DRUM WORKSHOP, INC.		12/23/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	101 N. Tryon St.		
<b>Internal Address:</b>	NC1-001-05-13		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	national bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 79</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1512623	DW 5000	
<b>Registration Number:</b>	1623562	DW	
<b>Registration Number:</b>	2113611	TRUE-PITCH	
<b>Registration Number:</b>	2150216		
<b>Registration Number:</b>	2123117	THE DRUMMER'S CHOICE	
<b>Registration Number:</b>	2296794	FAST TOM	
<b>Registration Number:</b>	2320260	DOG BONE	
<b>Registration Number:</b>	2303580	TIMBRE MATCH	
<b>Registration Number:</b>	2318791	CHAIN DRIVE	
<b>Registration Number:</b>	2332404	COLLECTOR'S SERIES	
<b>Registration Number:</b>	2549810	TECHLOCK	
<b>Registration Number:</b>	2549809	TRUETONE	
<b>Registration Number:</b>	2878828	PDP	
<b>Registration Number:</b>	3008085	KITBUILDER	
<b>Registration Number:</b>	3633363		
<b>Registration Number:</b>	3562755		
<b>Registration Number:</b>	3613215	DW EDGE	
<b>Registration Number:</b>	3798003	EDGE SERIES	

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Property Type	Number	Word Mark
Registration Number:	1331974	ADAMAS
Registration Number:	1113570	AFUCHE
Registration Number:	1017964	APPLAUSE
Registration Number:	0878231	BALLADEER
Registration Number:	1120473	BLACK BEAUTY COWBELL
Registration Number:	2483734	CALIENTE
Registration Number:	1347668	CELEBRITY
Registration Number:	1475867	COMFORT CURVE
Registration Number:	2552690	CYCLOPS
Registration Number:	1272634	ELITE
Registration Number:	2199133	GALAXY
Registration Number:	1671709	GENERATION II
Registration Number:	3642482	GIBRALTAR
Registration Number:	2877569	GIOVANNI COMPACT CONGA
Registration Number:	3758615	IDEA
Registration Number:	2389513	LEGEND
Registration Number:	3254078	LP
Registration Number:	1292158	LP
Registration Number:	2391247	LP
Registration Number:	2386372	LP ASPIRE
Registration Number:	0880477	LATIN PERCUSSION LP
Registration Number:	2329912	LP MUSIC COLLECTION
Registration Number:	2776652	LP PERFORMER SERIES
Registration Number:	2557301	LP RHYTHMIX
Registration Number:	0871785	LYRACHORD
Registration Number:	1868204	MATADOR
Registration Number:	2857097	
Registration Number:	2928413	
Registration Number:	1253739	
Registration Number:	2885454	
Registration Number:	1841794	
Registration Number:	1138359	
Registration Number:	1788088	
Registration Number:	0992534	
Registration Number:	2857098	
Registration Number:	2856062	
Registration Number:	0887422	
Registration Number:	1468980	

Property Type	Number	Word Mark
Registration Number:	1919605	MOUNT-ALL
Registration Number:	2677524	MULTI-GUIRO
Registration Number:	2698654	ONE SHOT
Registration Number:	1786702	OVATION
Registration Number:	2573677	OVATION
Registration Number:	0839996	OVATION
Registration Number:	1844345	PATATO
Registration Number:	4578679	PERCUSSION PLUS
Registration Number:	2547014	RIDGE RIDER
Registration Number:	1228824	ROUNDBACK
Registration Number:	2893182	ROUNDBACK
Registration Number:	1497645	SALSA
Registration Number:	1205243	THE CLAW
Registration Number:	1559764	THUNDERBOLT
Registration Number:	2584704	TOCA
Registration Number:	1290930	ULTRA
Registration Number:	1980050	VIBRA-TONE
Registration Number:	2552689	WORLD BEAT
Registration Number:	2989311	WORLD BEAT LP
Serial Number:	86328149	TRUE-PITCH 50
Serial Number:	86407587	MDD
Serial Number:	86407635	MACHINED DIRECT DRIVE
Serial Number:	86407652	DW MFG U.S.A.

**CORRESPONDENCE DATA**

**Fax Number:** 2134432926

*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.*

**Phone:** 213-617-5493

**Email:** jcravitz@sheppardmullin.com

**Correspondent Name:** Sheppard, Mullin, Richter & Hampton LLP

**Address Line 1:** 333 S. Hope St., 43rd Floor

**Address Line 2:** Attn: J. Cravitz

**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 0BN3-206579

**NAME OF SUBMITTER:** Julie Cravitz

**SIGNATURE:** /julie cravitz/

**DATE SIGNED:** 03/11/2015

**Total Attachments: 88**

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## SECURITY AGREEMENT

This SECURITY AGREEMENT dated as of December 23, 2014, is made by DRUM WORKSHOP, INC., a California corporation ("Borrower"), DRUMS INTERNATIONAL, INC., a California corporation ("Drums Intl."), TIMBER AIR, LLC, a California limited liability company ("Timber"), and the other grantors that become party hereto (the "Additional Grantors"; together with Borrower, Drums Intl., and Timber, the "Grantors") in favor of BANK OF AMERICA, N.A., as the Bank ("Secured Party") under the Loan Agreement referred to below, with reference to the following facts:

### RECITALS

A. Borrower has entered into that certain Loan Agreement of even date herewith (as amended, restated, extended, supplemented or otherwise modified, the "Loan Agreement"), between the Borrower and Secured Party, pursuant to which Secured Party has agreed to extend certain credit facilities to Borrower.

B. The Loan Agreement provides that, as a condition to the availability of the aforementioned credit facilities to the Borrower, Grantors shall enter into this Agreement and grant a security interest in the Collateral (as defined below) to Secured Party.

C. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

### AGREEMENT

NOW, THEREFORE, in order to induce Secured Party to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, each Grantor hereby jointly and severally represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. This Agreement is the Security Agreement referred to in the Loan Agreement. This Agreement is one of the Loan Documents referred to in the Loan Agreement. Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the meanings set forth for those terms in the Loan Agreement. Terms defined in the California Uniform Commercial Code ("California UCC") and not otherwise defined in this Agreement or in the Loan Agreement shall have the meanings set forth for those terms in the California UCC (and, if defined in more than one Division of the California UCC, shall have the meanings given in Division 9 thereof). As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Agreement" means this Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof.

"Certificates" means all certificates, instruments or other documents now or hereafter representing or evidencing any Pledged Securities.

"Collateral" means and includes, with respect to each Grantor, all present and future right, title and interest of such Grantor in and to all of its property and assets, whether now or hereafter acquired and wherever the same may from time to time be located, and all rights and powers of such Grantor to transfer any interest in or to any of its property or assets, including, without limitation, any and all of the following property:

(a) All present and future accounts, accounts receivable, agreements, contracts (including, without limitation, the Asset Purchase Documents), leases, contract rights (including, without limitation, rights under the Asset Purchase Documents), payment intangibles, rights to payment, instruments, documents, chattel paper (whether tangible or electronic), promissory notes, security agreements, guaranties, letters of credit, letter-of-credit rights, undertakings, surety bonds, insurance policies (whether or not required by the terms of the Loan Documents), notes and drafts, and all forms of obligations owing to such Grantor or in which such Grantor may have any interest, however created or arising and whether or not earned by performance;

(b) All present and future general intangibles, all tax refunds of every kind and nature to which such Grantor now or hereafter may become entitled, however arising, all other refunds, and all deposits, credits, reserves, loans, royalties, cost savings, deferred payments, goodwill, choses in action, liquidated damages, rights to indemnification, Trade Secrets, computer programs, software, computer printouts, tapes, disks and related data processing software and similar items, customer and supplier lists, blueprints, technical specifications, manuals and other documents, licenses, permits, copyrights, technology, processes, proprietary information, and insurance proceeds of which such Grantor is a beneficiary;

(c) Whether characterized as accounts, general intangibles or otherwise, all rents (including, without limitation, prepaid rents, fixed, additional and contingent rents), issues, profits, receipts, earnings, revenue, income, security deposits, merchandise sales revenues, parking, maintenance, common area, tax, insurance, utility and service charges and contributions, instruction fees, membership charges, and restaurant and snack bar revenues;

(d) All present and future: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all prints and labels on which said trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those registered and applied-for trademarks, terms, designs and applications described in Schedule 1 attached hereto and made a part hereof (the Collateral described in the this clause (d)(i) is referred to herein as the "Trademarks"); and (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks (the Collateral described in the foregoing clauses (d)(i) and (d)(ii) is referred to herein as the "Trademark Collateral");

(e) All present and future: patents, letters patent, all inventions and improvements described and claimed therein, including, without limitation, the right to make, use and/or sell the inventions disclosed or claimed therein, in each case whether foreign or domestic, applications, registrations, and recordings relating to such patents in the USPTO or

in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those patents and applications, registrations and recordings described in Schedule 2 attached hereto and made a part hereof (the Collateral described in this clause (e) is referred to herein as the "Patents");

(f) (i) All present and future: copyrights, rights and interests in copyrights, works protectable by copyright, all copyright rights in any work subject to the copyright laws of the United States of America or any other country, whether as author, assignee, transferee or otherwise, copyright registrations and copyright applications, including, without limitation, registrations, recordings, supplemental registrations and pending applications for registration, in each case whether foreign or domestic, and United States, state and international registrations of the foregoing, and all reissues, extensions and renewals of the foregoing, including, without limitation, those listed on Schedule 4 hereto (the Collateral described in this clause (f)(i) is referred to herein as the "Copyrights"), and (ii) the right to sue for past, present and future infringements of rights in Copyrights, all goodwill of such Grantor related to Copyrights, and any and all proceeds of any of the foregoing Collateral described in this clause (f), including, but not limited to, any and all proceeds of licensing thereof (the Collateral described in the foregoing clauses (f)(i) and (f)(ii) is referred to herein as the "Copyright Collateral");

(g) All Licenses (the Licenses, together with the Trademark Collateral, the Patents, the Copyright Collateral and the Trade Secrets, are collectively referred to herein as the "IP Collateral") and all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the IP Collateral;

(h) All present and future deposit accounts of such Grantor, including, without limitation, any demand, time, savings, passbook or like account maintained by such Grantor with any bank, savings and loan association, credit union or like organization and all deposit accounts listed on Schedule 8 hereto, and all money, cash and cash equivalents of such Grantor, whether or not deposited in any such deposit account;

(i) All present and future books and records, including, without limitation, all books of account and ledgers of every kind and nature, all electronically recorded data, all proprietary technical and business information, all know-how, show-how or other data or information, all software and databases and all embodiments or fixations thereof and related documentation, all registrations and franchises, in each case relating to such Grantor or the business of such Grantor, all receptacles and containers for such records, and all files and correspondence;

(j) All present and future goods, including, without limitation, all consumer goods, farm products, inventory, equipment, catalogs, machinery, tools, molds, dies, furniture, furnishings, fixtures, trade fixtures, motor vehicles, aircraft, documented and undocumented vessels, ships and other watercraft, and all other goods used in connection with or in the conduct of such Grantor's business including but not limited to all goods as defined in Section 9102(a)(44) of the California UCC;

(k) All present and future inventory and merchandise, including, without limitation, all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing,



and all bills of lading, warehouse receipts or documents of title relating to any of the foregoing;

(l) All present and future stocks, investment property, bonds, debentures, securities (whether certificated or uncertificated), security entitlements, securities accounts, commodity contracts, commodity accounts, subscription rights, options, warrants, puts, calls, certificates, partnership interests, limited liability company membership or other interests, joint venture interests, certificates of deposit, Investments and/or brokerage accounts and all rights, preferences, privileges, dividends, distributions, redemption payments, or liquidation payments with respect thereto, including, without limitation, the securities accounts listed on Schedule 8 hereto;

(m) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(n) All other present and future tangible and intangible property of such Grantor;

(o) (i) All of the Pledged Collateral, including but not limited to the Pledged Securities and the Pledged Debt listed on Schedule 3 hereto, and (ii) all Commercial Tort Claims, including but not limited to those listed on Schedule 5 hereto;

(p) All present and future rights, remedies, powers and/or privileges of such Grantor with respect to any of the foregoing, including the right to make claims thereunder or with respect thereto; and

(q) Any and all proceeds and products of any of the foregoing, including, without limitation, all money, accounts, payment intangibles, general intangibles, deposit accounts, promissory notes, documents, instruments, certificates of deposit, chattel paper, investment property, letter-of-credit-rights, goods, insurance proceeds, claims by such Grantor against third parties for past, present and future infringement of the IP Collateral or any license with respect thereto, and any other tangible or intangible property received upon the sale or disposition of any of the foregoing;

*provided* that the term "Collateral", as used in this Agreement, shall *not* include (i) any lease, license, contract, property rights or agreement in respect of personal property to which any Grantor is a party or any of such Grantor's rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 (or any successor provisions thereof) of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law or principles of equity), *provided, however*, that, in the case of either (A) or (B) above, such security interest shall (x) attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability, breach, termination or default shall be remedied or waived and (y) to the extent such portion is severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above and (ii) that certain aircraft, Cessna Model 414A, Serial No. 414A-0057, Federal Aviation Registration No.

N441TP and the collateral related thereto securing that certain LLC Aircraft Note dated as of December 7, 2007, by Timber in favor of Bank of America, N.A.

Notwithstanding the foregoing, the Collateral shall not include more than the Foreign Pledge Percentage of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) of any Foreign Subsidiary.

"Commercial Tort Claims" means, with respect to each Grantor, all commercial tort claims asserted by it, or on its behalf, in writing to which it has any right, title or interest and of which it is aware.

"Equity Interest" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Foreign Pledge Percentage" means 65% or such greater percentage that, due to a change in applicable law after the date hereof, (i) could not reasonably be expected to cause the undistributed earnings of a Foreign Subsidiary as determined for U.S. federal income tax purposes to be treated as a deemed dividend to such Foreign Subsidiary's U.S. parent and (ii) could not reasonably be expected to cause any material adverse tax consequences.

"Foreign Subsidiary" means any Subsidiary of any Grantor that is not organized under the laws of any political subdivision of the United States.

"Issuer" means any issuer of any Pledged Securities.

"License" means, with respect to each Grantor, all of such Grantor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, Trade Secrets, or Trademarks, and (b) all rights to sue for past, present, and future breaches thereof.

"Pledged Collateral" means, with respect to each Grantor, any and all property of such Grantor now or hereafter pledged and delivered to Secured Party pursuant to this Agreement, and includes without limitation (a) the Pledged Securities and any Certificates representing or evidencing the same, (b) the Pledged Debt, (c) all proceeds and products of any of the foregoing, (d) any and all collections, distributions, cash, instruments, interest or premiums with respect to any of the foregoing and (e) any and all rights, titles, interests, privileges, benefits and preferences appertaining or incidental to any of the foregoing.

"Pledged Debt" means, with respect to each Grantor, all debt owed or owing to such Grantor and not held in a securities account or otherwise through a securities intermediary, including all such debt described on Schedule 3, all instruments, chattel paper or other documents, if any, representing or evidencing such debt, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such debt.

"Pledged Securities" means (a) any and all Equity Interests in the Subsidiaries of each Grantor now or hereafter owned by any Grantor, including any interest of any Grantor in the entries on the books of any securities intermediary or financial intermediary pertaining thereto (the existing Subsidiaries of Grantors are listed on Schedule 3), (b) any and all Equity Interests now or hereafter issued in substitution, exchange or replacement therefor, or with respect thereto, and (c) any and all warrants, options or other rights to subscribe to or acquire any additional Equity Interests in the Subsidiaries owned by any Grantor; provided that, notwithstanding the foregoing, Pledged Securities shall not include more than the Foreign Pledge Percentage of any Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) in a Foreign Subsidiary.

"Secured Obligations" means, with respect to each Grantor, any and all present and future Obligations of any type or nature of such Grantor at any time or from time to time owed to Secured Party under the Loan Agreement, the Subsidiary Guaranty and the other Loan Documents, and any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, absolute or contingent, direct or indirect, or voluntary or involuntary, whether obligations of performance or obligations of payment, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise (including all renewals, extensions, amendments, refinancings and other modifications of such obligations and all costs, attorneys' fees, costs and expenses incurred by Secured Party in connection with the collection or enforcement of such obligations), and whether recovery upon such obligations may be or hereafter becomes unenforceable or shall be an allowed or disallowed claim under any proceeding or case commenced by or against such Grantor under any Debtor Relief Laws.

"Trade Secrets" means, with respect to each Grantor, all trade secrets and all other confidential or proprietary information and know-how now or hereafter owned or used in, or contemplated at any time for use in, the business of such Grantor, whether or not such trade secret, other confidential or proprietary information or know-how has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such trade secret, other confidential or proprietary information or know-how, the right to sue for any past, present and future infringement of any trade secret, other confidential or proprietary information or know-how, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. Further Assurances. At any time and from time to time at the request of Secured Party, each Grantor shall execute and/or deliver all financing statements, instruments and documents, and shall do all such further acts and things, as may be deemed necessary or desirable by Secured Party to create and perfect, and to continue and preserve, an indefeasible security interest in the Collateral in favor of Secured Party, or the priority thereof. At any time and from time to time, Secured Party shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, and to take all such other actions, as Secured Party may deem necessary or desirable to perfect and to maintain perfected the security interest granted in Section 3 of this Agreement. Each Grantor further authorizes Secured Party to have this or any other similar agreement recorded or filed with the USCO, USPTO or other appropriate federal, state or foreign government office. If any Pledged Collateral of any Grantor is at any time not evidenced by an instrument or other document, then (A) such Grantor shall cause the issuer thereof to execute and deliver to Secured Party an acknowledgment of the pledge made such Grantor under this Agreement, and (B) if necessary to perfect a security interest in such Pledged Collateral, such Grantor shall execute any customary pledge forms or other documents necessary or appropriate to complete the pledge and give Secured Party the right to transfer such Pledged Collateral pursuant to the terms of this Agreement. With respect to any Collateral consisting of certificated securities, instruments, documents, certificates of title or other

Collateral as to which Secured Party's security interest need be perfected by, or the priority thereof need be assured by, possession of such Collateral, Grantors will upon demand of Secured Party deliver possession of same in pledge to Secured Party. With respect to any Collateral described in the previous sentence, each Grantor hereby consents and agrees (a) to notify any securities intermediary, depository institution or other bailee therefor, and any issuer thereof, obligor thereon or registrar, transfer agent or trustee thereof, of the security interest of Secured Party therein, (b) to require any such party to execute and deliver to Secured Party such acknowledgments, instruments, control agreements or other agreements as may be necessary for Secured Party to maintain the perfection of such security interest, and (c) that any such party shall be entitled to accept the provisions of this Agreement as conclusive evidence of the right of Secured Party to effect any transfer or exercise any right hereunder or with respect to any such Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by such Grantor or any other Person to such issuers or such obligors or to any such registrar or transfer agent or trustee.

3. Security Agreement. For valuable consideration, each Grantor hereby assigns and pledges to Secured Party, and grants to Secured Party a security interest in, all presently existing and hereafter acquired Collateral, as security for the timely payment and performance of its Secured Obligations, and each of them. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them, or from time to time create new Secured Obligations (whether or not all or any prior Secured Obligations have been satisfied), and notwithstanding the bankruptcy of any Grantor or any other Person or any other event or proceeding affecting any Person.

4. Delivery of Pledged Collateral. On or before the Closing Date, each Grantor shall cause to be pledged and delivered to Secured Party any existing instrument or other document evidencing or constituting Pledged Collateral, each of which has been listed on Schedule 3 hereto. Following the Closing Date, each Grantor will promptly notify Secured Party of the creation of any instrument or other document evidencing or constituting Pledged Collateral, and such Grantor will deliver such Pledged Collateral (including, without limitation, any instruments or other documents evidencing or constituting the same) to Secured Party within 10 business days of such Grantor's receipt of such instrument or other document evidencing or constituting Pledged Collateral. All Pledged Collateral (including, without limitation, any instruments or other documents evidencing or constituting the same) at any time delivered to Secured Party shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party.

5. Grantors' Representations, Warranties and Agreements. Each Grantor represents, warrants and agrees that:

(a) such Grantor owns the Collateral free and clear of any Lien except as expressly permitted by the Loan Agreement;

(b) such Grantor owns the sole, full and clear title to all of the existing Collateral (subject to Liens expressly permitted by the Loan Agreement) and such Grantor has the right and power to grant the security interest granted hereunder in the Collateral;

(c) such Grantor has the right and power to pledge the Collateral and grant a security interest in the Collateral to Secured Party without the consent, approval or authorization of, or notice to, any Person (other than such consents, approvals, authorization or notices which have been obtained or given prior to the date hereof) and such pledge and security interest constitutes the valid,

binding and enforceable obligation of such Grantor, enforceable against such Grantor in accordance with the terms hereof and the other Loan Documents, except as enforcement may be limited by Debtor Relief Laws or equitable principles relating to the granting of specific performance and other equitable remedies as a matter of judicial discretion;

(d) all Equity Interests that constitute a portion of the Pledged Collateral are duly authorized, validly issued in accordance with all applicable laws, fully paid and non-assessable, and represent one hundred percent (100%) of the Equity Interests owned by Grantors in the applicable Subsidiary other than a Foreign Subsidiary, in which case such Equity Interests represent the Foreign Pledge Percentage of the Equity Interests in each Foreign Subsidiary;

(e) such Grantor shall not (i) sell, assign, exchange, transfer, or otherwise dispose of, or contract to sell, assign, exchange, transfer, or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as specifically permitted under the Loan Documents, (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, except for Liens permitted pursuant to the Loan Agreement, or (iii) take any action with respect to the Collateral which is inconsistent with the provisions or purposes of this Agreement or any other Loan Document;

(f) such Grantor will pay, prior to delinquency, all taxes, charges, Liens and assessments against the Collateral, except as specifically permitted under the Loan Agreement;

(g) the Collateral will not be knowingly used for any unlawful purpose or in violation of any law, regulation or ordinance, nor used in any way that will void or impair any insurance required to be carried in accordance with the Loan Agreement;

(h) such Grantor will, to the extent consistent with good business practice, keep the Collateral in reasonably good repair, working order and condition, ordinary wear and tear excepted, and from time to time make all needful and proper repairs, renewals, replacements, additions and improvements thereto and, as appropriate and applicable, will otherwise deal with the Collateral in all such ways as are considered good practice by owners of like property;

(i) such Grantor will, consistent with good business practice, take all reasonable steps to preserve and protect the Collateral, including, with respect to the IP Collateral, the filing of any renewal affidavits and applications;

(j) as of the date hereof, such Grantor has no Trademarks registered, or subject to pending applications, in the USPTO, or to the best knowledge of such Grantor, any similar office or agency in the United States of America or in any foreign jurisdiction, other than those described in Schedule 1 attached hereto;

(k) as of the date hereof, such Grantor has no Patents registered, or subject to pending applications, in the USPTO, or to the best knowledge of such Grantor, any similar office or agency in the United States of America or in any foreign jurisdiction, other than those described in Schedule 2 attached hereto;

(l) there are no actions, suits, proceedings or investigations pending or threatened in writing, against such Grantor before any governmental authority which could reasonably be expected to cause any portion of the IP Collateral to be adjudged invalid or unenforceable, in whole or in part, as of the date hereof, and such Grantor has received no written notice of any of the foregoing;

(m) such Grantor shall not file any application for the registration of a Patent, Trademark or Copyright with the USPTO, USCO (as defined below) or any similar office or agency in the United States of America, any State therein or any foreign jurisdiction, unless such Grantor promptly thereafter notifies Secured Party of such action;

(n) such Grantor has not abandoned any Patent, Trademark or Copyright that is material to the use and operation of the Collateral, and such Grantor will not do any act, or omit to do any act, whereby any Patent, Trademark or Copyright that is material to the use and operation of the Collateral may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless permitted by the Loan Agreement or unless such Grantor has obtained the written consent of Secured Party;

(o) such Grantor shall promptly notify Secured Party if it knows or has reason to know of any reason why any applicable registration or recording of any Patent, Trademark or Copyright of any material value may become abandoned, canceled, invalidated, or unenforceable;

(p) such Grantor will render any assistance, as Secured Party may determine is necessary or desirable, to Secured Party in any proceeding before the USPTO, the USCO, any federal or state court, or any similar office or agency in the United States of America, any State therein or in any foreign jurisdiction, to maintain any Patent, Trademark or Copyright and to protect Secured Party's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings;

(q) such Grantor will promptly notify Secured Party if such Grantor learns of any use by any Person of any term or design likely to cause confusion with any of the Trademarks that are material to such Grantor's business, or of any use by any Person of any other process or product which infringes upon any of the Trademarks that are material to such Grantor's business, and if requested by Secured Party, such Grantor, at its expense, shall join with Secured Party in such action as Secured Party in Secured Party's reasonable discretion may deem advisable for the protection of Secured Party's interest in and to the Trademarks;

(r) such Grantor assumes all responsibility and liability arising from the use of the IP Collateral, and such Grantor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and costs) arising out of any alleged defect in any product manufactured, promoted, or sold by such Grantor (or any Affiliate or Subsidiary of such Grantor) in connection with any IP Collateral or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by such Grantor or any Affiliate or Subsidiary of such Grantor;

(s) such Grantor shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO, USCO, or any other foreign or domestic governmental authority, court or body, such Grantor becomes aware of regarding such Grantor's claim of ownership in any of the Trademarks, Patents or Copyrights, and in the event of any infringement by any third party of any Trademarks, Patents or Copyrights that are material to such Grantor's business, such Grantor shall promptly notify Secured Party of such infringement and sue for and diligently pursue damages for such infringement, and if such Grantor shall fail to take such action within one (1) month after such notice is given to Secured Party, Secured Party may, but shall not be required to, itself take such action in the name of such Grantor, and such Grantor hereby appoints Secured Party the true and lawful attorney of such Grantor, for it and in its name, place and stead, on behalf of such Grantor, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover

damages for such infringement, any such damages due to such Grantor, net of costs and attorneys' fees and costs, to be applied to the Secured Obligations;

(t) such Grantor will maintain, with responsible insurance companies, insurance covering the Collateral against such insurable losses as is required by the Loan Agreement and will cause Secured Party to be designated as an additional insured and loss payee with respect to all insurance (whether or not required by the Loan Agreement);

(u) such Grantor will promptly notify Secured Party in writing in the event of any substantial or material damage to the Collateral (taken as a whole) from any source whatsoever, and, *except* for the disposition of collections and other proceeds of the Collateral permitted by Section 8 hereof or by the Loan Agreement, such Grantor will not remove or permit to be removed any substantial or material part of the Collateral from its places of business without the prior written consent of Secured Party, *except* for such items of the Collateral as are removed in the ordinary course of business or in connection with any transaction or disposition otherwise permitted by the Loan Documents;

(v) in the event such Grantor changes its name or its address as either are set forth herein or in the Subsidiary Guaranty to which such Grantor is a party, such Grantor will notify Secured Party of such name and/or address change promptly, but in any event, within five (5) business days after such change;

(w) as of the date hereof, such Grantor does not have any Copyrights registered, or subject to pending applications, with the United States Copyright Office ("USCO"), or any similar office or agency in the United States of America, any foreign jurisdiction, or elsewhere other than those described in Schedule 4 attached hereto;

(x) such Grantor authorizes Secured Party to modify this Agreement by amending the Schedules hereto to include any new IP Collateral, renewal thereof or any IP Collateral applied for and obtained hereafter; and such Grantor shall, upon request of Secured Party, from time to time execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence Secured Party's security interest in each such IP Collateral;

(y) as of the date hereof, such Grantor has no Commercial Tort Claims other than those described in Schedule 5 attached hereto and such Grantor hereby covenants and agrees that it shall provide Secured Party with prompt written notice of each Commercial Tort Claim, and any judgment, settlement or other disposition thereof and will take such action as Secured Party may request to grant and perfect a security interest therein in favor of Secured Party;

(z) as of the date hereof, Schedule 6 attached hereto sets forth each of the Licenses owned or held by or on behalf of such Grantor, and all other intellectual property of such Grantor other than the intellectual property otherwise set forth in the other Schedules hereto;

(aa) as of the date hereof, Schedule 7 attached hereto sets forth each letter of credit giving rise to a letter of credit right included in the Collateral owned or held by or on behalf of such Grantor; and

(bb) as of the date hereof, Schedule 8 attached hereto sets forth each deposit account and each securities account owned or held by or on behalf of such Grantor.

6. Deposit and Securities Accounts. For each deposit account and securities account that any Grantor at any time opens or maintains, such Grantor shall, at Secured Party's request and option, cause the depository bank or applicable financial institution to agree to comply at any time with instructions from Secured Party to such depository bank or applicable financial institution directing the disposition of funds or other Collateral from time to time credited to such deposit account or securities account, as applicable, without further consent of such Grantor, pursuant to an agreement in form and substance acceptable to Secured Party. Without limiting the foregoing, Secured Party shall also have the right at any time, whether or not an Event of Default shall have occurred or be continuing, to make inquiry of each applicable depository institution or applicable financial institution at which a deposit account or securities account is maintained to verify the account balance of such account.

7. Secured Party's Rights Regarding Collateral. At any time (whether or not an Event of Default has occurred), at the expense of Grantors, Secured Party may, subject to Liquor Laws, to the extent it may be necessary or desirable to protect the Collateral, but Secured Party shall not be obligated to, at all reasonable times on reasonable prior notice, enter upon any premises on which Collateral is situated and examine the same. At any time and from time to time when any Event of Default has occurred and remains continuing, subject to compliance with Liquor Laws, at the expense of Grantors, Secured Party may, to the extent it may be necessary or desirable to protect the Collateral, but Secured Party shall not be obligated to, (i) notify obligors on the Collateral that the Collateral has been assigned to Secured Party and (ii) request from obligors on the Collateral, in the name of any applicable Grantor or in the name of Secured Party, information concerning the Collateral and the amounts owing thereon. The foregoing power of attorney is coupled with an interest and is irrevocable. Each Grantor shall maintain books and records pertaining to the Collateral in such detail, form and scope as Secured Party shall reasonably require consistent with Secured Party's interests hereunder. Each Grantor shall at any time at Secured Party's request mark the Collateral and/or such Grantor's ledger cards, books of account and other records relating to the Collateral with appropriate notations satisfactory to Secured Party disclosing that they are subject to Secured Party's security interest. Secured Party shall at all reasonable times on reasonable prior notice have full access to and the right to audit any and all of each Grantor's books and records pertaining to the Collateral, and to confirm and verify the value of the Collateral and to do whatever else Secured Party reasonably may deem necessary or desirable to protect its interests. Secured Party shall be under no duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, to exercise any voting rights or managerial rights with respect to any Collateral, whether or not an Event of Default shall have occurred, or to make or give any presentments, demands for performance, notices of non-performance, protests, notices of protests, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Secured Obligations. Secured Party shall be under no duty or obligation whatsoever to take any action to protect or preserve the Collateral or any rights of any Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith.

8. Collections on the Collateral. Except as otherwise provided in any Loan Document, each Grantor shall have the right to use and to continue to make collections on and receive distributions and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, at the option of Secured Party, each Grantor's right to make collections on and receive distributions and other proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all distributions, proceeds and collections, including all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by such Grantor in trust for Secured Party and immediately delivered in kind to Secured Party. Any remittance received by any Grantor from any Person shall be



presumed to relate to the Collateral and to be subject to Secured Party's security interest. Upon the occurrence and during the continuance of an Event of Default, at Secured Party's election, Secured Party shall have the sole right at all times to receive, receipt for, endorse, assign, deposit and deliver, in the name of Secured Party or in the name of any applicable Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; and each Grantor hereby authorizes Secured Party to affix, by facsimile signature or otherwise, the general or special endorsement of it, in such manner as Secured Party shall deem advisable, to any such instrument in the event the same has been delivered to or obtained by Secured Party without appropriate endorsement, and Secured Party and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by such Grantor, to the same extent as though it were manually executed by the duly authorized officer of such Grantor, regardless of by whom or under what circumstances or by what authority such facsimile signature or other endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and each Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

9. Possession of Collateral by Secured Party. All of the Collateral now, heretofore or hereafter delivered to Secured Party shall be held by Secured Party in its possession, custody and control. Any or all of the Collateral delivered to Secured Party may be held in an interest-bearing or non-interest-bearing account, in Secured Party's sole and absolute discretion, and, if an Event of Default has occurred and is continuing, Secured Party may, in its discretion, apply any such interest to payment of the Secured Obligations. Nothing herein shall obligate Secured Party to invest any Collateral or obtain any particular return thereon. Upon the occurrence and during the continuance of an Event of Default, whenever any of the Collateral is in Secured Party's possession, custody or control, Secured Party may use, operate and consume the Collateral, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any of any Grantor's obligations with respect thereto, or otherwise. Secured Party may at any time deliver or redeliver the Collateral or any part thereof to any Grantor, and the receipt of any of the same by such Grantor shall be complete and full acquittance for the Collateral so delivered, and Secured Party thereafter shall be discharged from any liability or responsibility therefor. So long as Secured Party exercises reasonable care with respect to any Collateral in its possession, custody or control, Secured Party shall have no liability for any loss of or damage to such Collateral, and in no event shall Secured Party have liability for any diminution in value of Collateral occasioned by economic or market conditions or events. Secured Party shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of Secured Party is accorded treatment substantially equal to that which Secured Party accords its own property, it being understood that Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

10. Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Secured Party shall have, in any jurisdiction where enforcement hereof is sought, in addition to all other rights and remedies that Secured Party may have under applicable law or in equity or under this Agreement (including, without limitation, all rights set forth in Section 8 hereof) or under any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, and, in addition, the following rights and remedies, all of which may be exercised with or without notice to any Grantor and without affecting the obligations of any Grantor hereunder or under any other Loan Document, or the enforceability of the Lien and security interest created hereby: (a) to foreclose the Lien and security interest created hereunder or under any other agreement relating to any Collateral by any

available judicial procedure or without judicial process; (b) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (c) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be acceptable to Secured Party; (d) to notify obligors on the Collateral that the Collateral has been assigned to Secured Party and that all payments thereon are to be made directly and exclusively to Secured Party; (e) to collect by legal proceedings or otherwise all distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (f) to cause the Collateral to be registered in the name of Secured Party, as legal owner; (g) to enter into any extension, reorganization, deposit, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith Secured Party may deposit or surrender control of the Collateral and/or accept other property in exchange for the Collateral; (h) to settle, compromise or release, on terms acceptable to Secured Party, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto; (i) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of Secured Party or in the name of any applicable Grantor; (j) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of Secured Party or in the name of any applicable Grantor, any and all steps, actions, suits or proceedings deemed by Secured Party necessary or desirable to effect collection of or to realize upon the Collateral, including any judicial or nonjudicial foreclosure thereof or thereon, and each Grantor specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by Secured Party which may release any obligor from personal liability on any of the Collateral, and each Grantor waives any right not expressly provided for in this Agreement to receive notice of any public or private judicial or nonjudicial sale or foreclosure of any security or any of the Collateral; (k) to insure, process and preserve the Collateral; (l) to exercise all rights (including voting rights), remedies, powers or privileges provided under any of the Loan Documents; (m) to remove, from any premises where the same may be located, the Collateral and any and all documents, instruments, files and records relating to the Collateral, and any receptacles and cabinets containing the same, and Secured Party may, at the cost and expense of Grantors, use such of their supplies, equipment, facilities and space at their places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the Collateral or to properly administer and control the handling of collections and realizations thereon, and Secured Party shall be deemed to have a rent-free tenancy of any premises of any Grantor for such purposes and for such periods of time as reasonably required by Secured Party; (n) to receive, open and dispose of all mail addressed to any Grantor and notify postal authorities to change the address for delivery thereof to such address as Secured Party may designate; and (o) to exercise all other rights, powers, privileges and remedies of an owner of the Collateral and to perform any obligation of any Grantor under this Agreement or any other Loan Document; all at Secured Party's sole option and as Secured Party in its sole discretion may deem advisable. Upon the occurrence and during the continuance of an Event of Default, any money or other property received by Secured Party in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by Secured Party or any Grantor may be applied by Secured Party without notice to any Grantor to the Secured Obligations in such order and manner provided for herein and in the Loan Agreement.

Upon the occurrence and during the continuance of an Event of Default, each Grantor will, at Secured Party's request, assemble the Collateral (or any part thereof, as requested) and make it available to Secured Party at places which Secured Party may reasonably designate, whether at the premises of such Grantor or elsewhere, and will make available to Secured Party, free of cost, all

premises, equipment and facilities of such Grantor for the purpose of Secured Party's taking possession of such Collateral or storing the same or removing or putting such Collateral in salable form or selling or disposing of same.

Upon the occurrence and during the continuance of an Event of Default and subject to applicable Liquor Laws, Secured Party also shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court (and each Grantor hereby expressly consents upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and without regard to the adequacy of any security for the Secured Obligations, to take possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof. Taking possession of the Collateral shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.

Any public or private sale or other disposition of the Collateral may be held at any office of Secured Party, or any Grantor's places of business, or at any other place permitted by applicable law, and without the necessity of the Collateral being within the view of prospective purchasers. Subject to the requirements of the applicable Uniform Commercial Code, Secured Party may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine, and each Grantor expressly waives any right to direct the order and manner of sale of any Collateral. Subject to applicable laws, Secured Party or any Person on Secured Party's behalf may bid and purchase at any such sale or other disposition. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied, *first*, to the expenses (including attorneys' fees and costs) of retaking, holding, storing, processing and preparing for sale or lease, selling, leasing, collecting, and liquidating the Collateral, and *then* to the satisfaction of the Secured Obligations with application as to any particular Secured Obligations to be in the order determined by Secured Party in its sole and absolute discretion. Each Grantor and any other Person then obligated therefor shall pay to Secured Party on demand any deficiency with regard thereto which may remain after such sale, disposition, collection or liquidation of the Collateral. After all the Secured Obligations have been indefeasibly paid, the balance after such sale, disposition, collection or liquidation of the Collateral shall be reassigned and redelivered to Grantors or to the Person or Persons otherwise legally entitled thereto.

Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will send or otherwise make available to Grantors, such notice as may be required by the applicable Uniform Commercial Code of the time and place of any public sale thereof or of the time on or after which any private sale thereof is to be made. Each Grantor (other than Borrower) hereby irrevocably appoints the Borrower as its agent for the purpose of receiving notices hereunder and agrees that such Grantor shall be deemed to have conclusively received any such notice when received by the Borrower. The requirement of sending reasonable notice to the Grantors conclusively shall be met if such notice is given to Borrower (or the other Grantors) in accordance with the Loan Agreement at least ten (10) days before the date of the sale. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided for in this paragraph.

With respect to any Collateral, including the Pledged Collateral, consisting of securities, partnership interests, joint venture interests, investments or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable laws, Secured Party may, in its sole and absolute discretion, sell all or any part of such Collateral at private sale in such manner and under such circumstances as Secured Party may

deem necessary or advisable in order that the sale may be lawfully conducted. Without limiting the foregoing, Secured Party may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, Grantors agree that if such Collateral is sold for a price which Secured Party in good faith believes to be reasonable under the circumstances then existing, then (a) the sale shall be deemed to be commercially reasonable in all respects, (b) Grantors shall not be entitled to a credit against the Secured Obligations in an amount in excess of the purchase price, and (c) Secured Party shall not incur any liability or responsibility to Grantors in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. Grantors recognize that a ready market may not exist for such Collateral if it is not regularly traded on a recognized securities exchange, and that a sale by Secured Party of any such Collateral for an amount substantially less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

Upon the occurrence and during the continuance of an Event of Default, Secured Party may use any of the IP Collateral for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by any Grantor. Secured Party may grant such license or licenses relating to the IP Collateral for such term or terms, on such conditions and in such manner, as Secured Party, in its sole discretion, deems appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries. In connection with any such license or any sale or other disposition of the IP Collateral (or any part thereof), each Grantor shall supply to Secured Party, or Secured Party's designee, to the extent such Grantor is able to do so, such Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the IP Collateral and such Grantor's customer lists and other records relating to the IP Collateral and the distribution thereof.

Upon consummation of any sale of Collateral hereunder, Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of any Grantor or any other Person, and each Grantor hereby waives (to the extent permitted by applicable laws) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, Secured Party shall not be required to apply any portion of the sale price to the Secured Obligations until such amount actually is received by Secured Party, and any Collateral so sold may be retained by Secured Party until the sale price is paid in full by the purchaser or purchasers thereof. Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

11. Attorney-in-Fact. Each Grantor hereby irrevocably nominates and appoints Secured Party as its attorney-in-fact for the following purposes: (a) to do all acts and things which Secured Party may deem necessary or advisable to perfect and continue perfected the security interest created by this Agreement and, upon the occurrence and during the continuance of an Event of Default, to preserve, process, develop, maintain and protect the Collateral and the security interest of the Secured Party therein; (b) upon the occurrence and during the continuance of an Event of Default, to do any and every act which such Grantor is obligated to do under this Agreement, at the expense of such

Grantor and without any obligation to do so; (c) to prepare, sign, file and/or record, for such Grantor, in the name of such Grantor, any financing statement, application for registration, or like paper, and to take any other action deemed by Secured Party necessary or desirable in order to perfect or maintain perfected the security interest granted hereby; (d) upon the occurrence and during the continuance of an Event of Default, to execute any and all papers and instruments and do all other things necessary or desirable to preserve and protect the Collateral and to protect Secured Party's security interest therein; and (e) upon the occurrence and during the continuance of an Event of Default, to endorse and transfer the Pledged Collateral to any transferee or designee; *provided, however*, that Secured Party shall be under no obligation whatsoever to take any of the foregoing actions, and Secured Party shall have no liability or responsibility for any act taken or omission with respect thereto, except to the extent that such liability is determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of Secured Party. The foregoing power of attorney is coupled with an interest and is irrevocable until such time as when all Secured Obligations have been indefeasibly paid and performed in full and when no commitment of the Bank or facility provided by the Bank under the Loan Agreement remains outstanding.

12. Costs and Expenses. Each Grantor agrees to pay to Secured Party all costs and expenses (including, without limitation, attorneys' fees and costs) incurred by Secured Party in the enforcement or attempted enforcement of this Agreement (including in connection with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), whether or not an action is filed in connection therewith, and in connection with any waiver, supplementation, extension, renewal or amendment of any term or provision hereof. All advances, charges, costs and expenses, including attorneys' fees and costs, incurred or paid by Secured Party in exercising any right, privilege, power or remedy conferred by this Agreement (including, without limitation, the right to perform any Secured Obligation of any Grantor under the Loan Documents), or in the enforcement or attempted enforcement thereof (including in connection with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), shall be secured hereby and shall become a part of the Secured Obligations and shall be paid to Secured Party by Grantors, immediately upon demand, together with interest thereon at the rate(s) provided for under the Loan Agreement.

13. Voting Rights; Dividends; etc. With respect to any Collateral consisting of securities, partnership interests, joint venture interests, investments or the like, including any Pledged Collateral (referred to collectively and individually in this Section 13 and in Section 14 as the "Investment Collateral"), so long as no Default or Event of Default occurs and remains continuing:

(a) Voting Rights. Grantors shall be entitled to exercise any and all voting and other consensual rights pertaining to the Investment Collateral, or any part thereof, for any purpose not inconsistent with the terms of this Agreement, the Loan Agreement, or the other Loan Documents; *provided, however*, that, except as otherwise expressly provided in the Loan Agreement, Grantors shall not exercise, or shall refrain from exercising, any such right if it would result in a Default or an Event of Default.

(b) Interest, Dividend and Distribution Rights. Except as otherwise provided in any Loan Document, Grantors shall be entitled to receive and to retain and use any and all interest and distributions paid in respect of the Investment Collateral; *provided, however*, that, any and all such interest and distributions received in the form of capital stock, or other equity interests, certificated securities, warrants, options or rights to acquire any Equity Interests forthwith shall be, and the certificates representing such Equity Interests, if any, forthwith shall be delivered to Secured Party to hold as Pledged Collateral and shall, if received by any Grantor, be received in trust for the benefit of Secured Party, be segregated from the other property of such Grantor, and forthwith be delivered to Secured Party as Pledged Collateral in

the same form as so received (with any necessary endorsements in suitable form for transfer by delivery or accompanied by executed and undated instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party).

14. Voting and Distribution Rights During Event of Default. With respect to any Investment Collateral, so long as a Default or Event of Default has occurred and is continuing:

(a) Voting, Dividend and Distribution Rights. At the option of Secured Party, all rights of Grantors to exercise the voting and other consensual rights which they would otherwise be entitled to exercise pursuant to Section 13(a) above, and to receive the interest and distributions which they would otherwise be authorized to receive and retain pursuant to Section 13(b) above, shall cease, and all such rights thereupon shall become vested in Secured Party which thereupon shall have the sole right to exercise such voting and other consensual rights and to receive and to hold as Pledged Collateral such interest and such distributions.

(b) Dividends and Distributions Held in Trust. All distributions which are received by Grantors contrary to the provisions of this Agreement shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Grantors, and forthwith shall be paid over to Secured Party as Pledged Collateral in the same form as so received (with any necessary endorsements).

(c) Irrevocable Proxy. Each Grantor does hereby revoke all previous proxies with regard to the Investment Collateral and appoints Secured Party as its proxy holder to attend and vote at any and all meetings of the shareholders or other equity holders of the Persons that issued the Investment Collateral and any adjournments thereof, held on or after the date of the giving of this proxy and prior to the termination of this proxy, and to execute any and all written consents of shareholders or other equity holders of such Persons executed on or after the date of the giving of this proxy and prior to the termination of this proxy, with the same effect as if such Grantor had personally attended the meetings or had personally voted its shares or other interests or had personally signed the written consents; provided, however, that the proxy holder shall have rights hereunder only upon the occurrence and during the continuance of a Default or Event of Default. Each Grantor hereby authorizes Secured Party to substitute another Person as the proxy holder and, upon the occurrence and during the continuance of any Default or Event of Default, hereby authorizes the proxy holder to file this proxy and any substitution instrument with the secretary or other appropriate official of the appropriate Person. This proxy is coupled with an interest and is irrevocable until such time as no commitment to extend credit to Borrower remains outstanding from Secured Party and until such time as all Secured Obligations have been paid and performed in full.

15. Statute of Limitations and Other Laws. All rights, privileges, powers and remedies granted to Secured Party hereunder shall continue to exist and may be exercised by Secured Party at any time and from time to time irrespective of the fact that any of the Secured Obligations may have become barred by any statute of limitations. Each Grantor expressly waives the benefit of any and all statutes of limitation, and any and all laws providing for exemption of property from execution or for valuation and appraisal upon foreclosure, to the maximum extent permitted by applicable law.

16. Other Agreements. Nothing herein shall in any way modify or limit the effect of terms or conditions set forth in any other security or other agreement executed by any Grantor or in connection with the Secured Obligations, but each and every term and condition hereof shall be in addition thereto. All provisions contained in the Loan Agreement or any other Loan Document that

apply to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference.

17. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by Secured Party, whether as a "voidable preference," "fraudulent conveyance," or otherwise (and whether by litigation, settlement, demand or otherwise), all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

18. Waivers and Consents. Each Grantor acknowledges that the Liens created or granted herein will or may secure obligations of Persons other than such Grantor and, in full recognition of that fact, each Grantor consents and agrees that Secured Party may, at any time and from time to time, without notice or demand, and without affecting the enforceability or security hereof: (a) supplement, modify, amend, extend, renew, accelerate or otherwise change the time for payment or the terms of the Secured Obligations or any part thereof, including any increase or decrease of the rate(s) of interest thereon; provided that any such modification is made in accordance with the amendment provisions of, as applicable with respect to such modification, the Loan Agreement, any other Loan Document or any other document evidencing the Secured Obligations being so modified; (b) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Secured Obligations or any part thereof, or any of the Loan Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; provided that any such modification is made in accordance with the amendment provisions of, as applicable with respect to such modification, the Loan Agreement, any other Loan Document or any other document evidencing the Secured Obligations being so modified; (c) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Loan Documents or the Secured Obligations or any part thereof; (d) accept partial payments on the Secured Obligations; (e) receive and hold additional security or guaranties for the Secured Obligations or any part thereof; (f) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Secured Party in its sole and absolute discretion may determine; (g) release any Person from any personal liability with respect to the Secured Obligations or any part thereof; (h) settle, release on terms satisfactory to Secured Party or by operation of applicable laws or otherwise liquidate or enforce any Secured Obligations and any security or guaranty in any manner, consent to the transfer of any security and bid and purchase at any sale; and/or (i) consent to the merger, change or any other restructuring or termination of the corporate or other existence of any Grantor or any other Person, and correspondingly restructure the Secured Obligations, and any such merger, change, restructuring or termination shall not affect the liability of any Grantor or the continuing existence of any Lien hereunder, under any other Loan Document to which any Grantor is a party or the enforceability hereof or thereof with respect to all or any part of the Secured Obligations.

Upon the occurrence and during the continuance of any Event of Default, Secured Party may enforce this Agreement independently as to each Grantor and independently of any other remedy or security Secured Party at any time may have or hold in connection with the Secured Obligations, and it shall not be necessary for Secured Party to marshal assets in favor of Borrower, any other Grantor or

any other Person or to proceed upon or against and/or exhaust any other security or remedy before proceeding to enforce this Agreement. Each Grantor expressly waives any right to require Secured Party to marshal assets in favor of Borrower, any other Grantor or any other Person or to proceed against any other Loan Party or any Collateral provided by any other Loan Party, and agrees that Secured Party may proceed against the Loan Parties and/or the Collateral in such order as it shall determine in its sole and absolute discretion. Secured Party may file a separate action or actions against any Grantor, whether or not action is brought or prosecuted with respect to any other security or against Borrower, any other Grantor or any other Person, or whether or not any other Person is joined in any such action or actions. Each Grantor agrees that Secured Party and any other Loan Party and any affiliate of any other Loan Party may deal with each other in connection with the Secured Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between any of them, in any manner whatsoever, all without in any way altering or affecting the validity of, or the lien or security interest granted or created by, this Agreement. Secured Party's rights hereunder shall be reinstated and revived, and the enforceability of this Agreement shall continue, with respect to any amount at any time paid on account of the Secured Obligations which thereafter shall be required to be restored or returned by Secured Party upon the bankruptcy, insolvency or reorganization of any Loan Party or otherwise (and whether by litigation, settlement, demand or otherwise), all as though such amount had not been paid. Each Grantor agrees that the Liens created or granted herein and the enforceability of this Agreement at all times shall remain effective to secure the full amount of all the Secured Obligations even though the Secured Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against any other Loan Party and whether or not any other Loan Party shall have any personal liability with respect thereto. Each Grantor expressly waives any and all defenses now or hereafter arising or asserted by reason of (a) any disability or other defense of any other Loan Party with respect to the Secured Obligations, (b) the unenforceability or invalidity of any security or guaranty for the Secured Obligations or the lack of perfection or continuing perfection or failure or subordination of priority of any security for the Secured Obligations, (c) the cessation for any cause whatsoever of the liability of any other Loan Party (other than by reason of the full payment and performance of all Secured Obligations), (d) any failure of Secured Party to marshal assets in favor of Borrower, any other Grantor or any other Person, (e) except as otherwise provided in this Agreement, any failure of Secured Party to give notice of sale or other disposition of Collateral to any Grantor or any other Person or any defect in any notice that may be given in connection with any sale or disposition of Collateral, (f) except as otherwise provided in this Agreement, any failure of Secured Party to comply with applicable laws in connection with the sale or other disposition of any Collateral or other security for any Secured Obligation, including, without limitation, any failure of Secured Party to conduct a commercially reasonable sale or other disposition of any Collateral or other security for any Secured Obligation, (g) any act or omission of Secured Party or others that directly or indirectly results in or aids the discharge or release of Borrower or any other Grantor or the Secured Obligations or any other security or guaranty therefor by operation of law or otherwise, (h) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation, (i) any failure of Secured Party to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person, (j) the election by Secured Party, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code, (k) any extension of credit or the grant of any Lien under Section 364 of the United States Bankruptcy Code, (l) any use of cash collateral under Section 363 of the United States Bankruptcy Code, (m) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person, (n) the avoidance of any Lien in favor of Secured Party for any reason, (o) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including any discharge of, or bar or stay against collecting, all or any of the Secured Obligations (or



any interest thereon) in or as a result of any such proceeding, (p) to the extent permitted, the benefits of any form of one-action rule under any applicable law, or (q) any action taken by Secured Party that is authorized by this Section 18 or any other provision of any Loan Document. Until no part of any commitment to extend credit to Borrower remains outstanding and all of the Secured Obligations have been paid and performed in full, no Grantor shall have any right of subrogation, contribution, reimbursement or indemnity, and each Grantor expressly waives any right to enforce any remedy that Secured Party now has or hereafter may have against any other Person and waives the benefit of, or any right to participate in, any Collateral now or hereafter held by Secured Party, and, without in any way limiting the foregoing, waives any and all rights of subrogation, reimbursement, indemnification, and contribution and any other benefits, protections and other defenses which such Grantor may have, now or at any time hereafter, by reason of California Civil Code Sections 2787 to 2855 inclusive, and all successor sections. Each Grantor waives all rights and defenses arising out of an election of remedies by Secured Party, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Secured Obligations has destroyed such Grantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise. Each Grantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Secured Obligations, and all notices of acceptance of this Agreement or of the existence, creation or incurring of new or additional Secured Obligations.

19. Condition of Borrower and Other Loan Parties. Each Grantor represents and warrants to Secured Party that such Grantor has established adequate means of obtaining from Borrower, its Subsidiaries and the other Loan Parties, on a continuing basis, financial and other information pertaining to the businesses, operations and condition (financial and otherwise) of Borrower, its Subsidiaries and the other Loan Parties, and their properties, and such Grantor now is and hereafter will be completely familiar with the businesses, operations and condition (financial and otherwise) of Borrower, its Subsidiaries and the other Loan Parties, and their properties. Each Grantor hereby expressly waives and relinquishes any duty on the part of Secured Party (should any such duty exist) to disclose to such Grantor any matter, fact or thing related to the businesses, operations or condition (financial or otherwise) of Borrower, its Subsidiaries or any other Loan Party, or their properties, whether now known or hereafter known by Secured Party during the life of this Agreement. With respect to any of the Secured Obligations, Secured Party need not inquire into the powers of Borrower or any Subsidiaries thereof, or any other Loan Party, or the officers or employees acting or purporting to act on their behalf, and all Secured Obligations made or created in good faith reliance upon the professed exercise of such powers shall be secured hereby.

20. Liens on Real Property. In the event that all or any part of the Secured Obligations at any time are secured by any one or more deeds of trust or mortgages or other instruments creating or granting Liens on any interests in real property, each Grantor authorizes Secured Party, upon the occurrence of and during the continuance of any Event of Default, at its sole option, without notice or demand and without affecting any obligations of any Grantor, the enforceability of this Agreement, or the validity or enforceability of any Liens of Secured Party on any Collateral, to foreclose any or all of such deeds of trust or mortgages or other instruments by judicial or nonjudicial sale. Each Grantor expressly waives any defenses to the enforcement of this Agreement or any Liens created or granted hereby or to the recovery by Secured Party against Borrower or any guarantor or any other Person liable therefor of any deficiency after a judicial or nonjudicial foreclosure or sale, even though such a foreclosure or sale may impair the subrogation rights of such Grantor and may preclude such Grantor from obtaining reimbursement or contribution from any other Person. Each Grantor expressly waives any defenses or benefits that may be derived from California Code of Civil Procedure §§ 580a, 580b, 580d, 580e or 726, or comparable provisions of the laws of any other jurisdiction, including, without

limitation any and all other suretyship defenses it otherwise might or would have under California law or other applicable law. Each Grantor expressly waives any right to receive notice of any judicial or nonjudicial foreclosure or sale of any real property or interest therein subject to any such deeds of trust or mortgages or other instruments and any Grantor's failure to receive any such notice shall not impair or affect such Grantor's obligations or the enforceability of this Agreement or any Liens created or granted hereby.

21. Waiver of Rights of Subrogation. Notwithstanding anything to the contrary elsewhere contained herein or in any other Loan Document to which any Grantor is a party, until such time as the Secured Obligations shall have been paid and performed in full and the commitments of Secured Party to extend credit to Borrower have been terminated, each Grantor hereby waives with respect to the other Loan Parties and their successors and assigns (including any surety) and any other Person, any and all rights at law or in equity to subrogation, to reimbursement, to exoneration, to indemnity, to contribution, to setoff or to any other rights that could accrue to a surety against a principal, to a guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker and which such Grantor may have or hereafter acquire against any other Loan Party or any other Person in connection with or as a result of such Grantor's execution, delivery and/or performance of this Agreement or any other Loan Document to which such Grantor is a party, or which such Grantor may have, now or at any time hereafter, by reason of California Civil Code Sections 2787 to 2855 inclusive, and all successor sections. Each Grantor agrees that it shall not have or assert any such rights against any other Loan Party or their successors and assigns or any other Person (including any surety) which is directly or indirectly a creditor of any other Loan Party or any surety for any other Loan Party, either directly or as an attempted setoff to any action commenced against such Grantor by any other Loan Party (as borrower or in any other capacity) or any other Person. Each Grantor hereby acknowledges and agrees that this waiver is intended to benefit the other Loan Parties and Secured Party and shall not limit or otherwise affect such Grantor's liability hereunder, under any other Loan Document to which such Grantor is a party, or the enforceability hereof or thereof.

22. Waiver of Discharge. Without limiting the generality of the foregoing, each Grantor hereby waives discharge by waiving all defenses based on suretyship or impairment of collateral.

23. Understandings with Respect to Waivers and Consents. Each Grantor warrants and agrees that each of the waivers and consents set forth herein is made after consultation with legal counsel and with full knowledge of its significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which such Grantor otherwise may have against Secured Party or others, or against Collateral, and that, under the circumstances, the waivers and consents herein given are reasonable and not contrary to public policy or law. If any of the waivers or consents herein are determined to be contrary to any applicable law or public policy, such waivers and consents shall be effective to the maximum extent permitted by law.

24. Covenant Not to Issue Uncertificated Securities. Each Grantor represents and warrants to Secured Party that all of its Equity Interests in the Issuers, except Borrower's Equity Interests in Timber, are "certificated securities" (as contemplated by Division 8 of the California UCC). Each Grantor covenants to Secured Party that it will not cause the Issuers to issue any Equity Interests in the form of "uncertificated securities" (as contemplated by Division 8 of the California UCC) or seek to convert all or any part of its existing Equity Interests in the Issuers into "uncertificated securities" (as contemplated by Division 8 of the California UCC). The foregoing representations, warranties and covenants shall survive the execution and delivery of this Agreement.

25. Covenant Not to Dilute Interests of Secured Party in Pledged Securities. Each Grantor represents, warrants and covenants to Secured Party that it will not at any time cause or permit any Issuer to issue any additional Equity Interests, or any warrants, options or other rights to acquire any additional Equity Interests, if the effect thereof would be to dilute in any way the interests of Secured Party in any Pledged Securities or in any Issuer.

26. Additional Grantors. From time to time following the Closing Date, certain additional Subsidiaries (other than Foreign Subsidiaries) of Borrower may become parties hereto, as additional Grantors, by executing and delivering to Secured Party an Instrument of Joinder in form and substance satisfactory to Secured Party, accompanied by such documentation as Secured Party may require in connection therewith, wherein such additional Grantors agree to become a party hereto and to be bound hereby. Upon delivery of such Instrument of Joinder to and acceptance thereof by Secured Party, notice of which acceptance is hereby waived by Grantors, each such additional Grantor shall be as fully a party hereto as if such Grantor were an original signatory hereof. Each Grantor expressly agrees that its obligations and the Liens upon its property granted herein shall not be affected or diminished by the addition or release of additional Grantors hereunder, nor by any election of Secured Party not to cause any Subsidiary of Borrower to become an additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

27. Release of Grantors. This Agreement and all obligations of Grantors hereunder shall be released when all Secured Obligations have been indefeasibly paid and performed in full and when no commitment of the Bank or facility provided by the Bank under the Loan Agreement remains outstanding. Upon such release of Grantors' obligations hereunder, Secured Party shall return any Pledged Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Agreement, all as reasonably requested by, and at the sole expense of, Grantors.

28. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as the Bank under the Loan Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any property (including, without limitation, any Collateral pledged hereunder), title, right or power deemed necessary for the purposes of such appointment. By accepting the benefits of this Agreement, each subsidiary of Bank of America, N.A. and each affiliate of Bank of America, N.A., acknowledges and agrees that any right, remedy, privilege or power of Secured Party under this Agreement shall be exercised solely by Bank of America, N.A. (unless Bank of America, N.A. otherwise consents in writing), and any notices, documents or items to be delivered to Secured Party under this Agreement shall be delivered to Bank of America, N.A., for the benefit of Secured Party. Each subsidiary of Bank of America, N.A. and each affiliate of Bank of America, N.A. hereby irrevocably appoints Bank of America, N.A. to act on its behalf hereunder and authorizes Bank of America, N.A. to take such actions on its behalf and to exercise such powers as are delegated to Secured Party by the terms hereof, together with such actions and powers as are reasonably incidental thereto. Furthermore, each subsidiary of Bank of America, N.A. and each affiliate of Bank of America, N.A. hereby irrevocably appoints and authorizes Bank of America, N.A. to act as its agent for purposes of acquiring, holding, perfecting and enforcing any and all liens on Collateral granted by any Grantor to Secured Party to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto, and Bank of America, N.A. accepts such appointment and authority. The provisions of this Section are solely for the benefit of Secured Party, and the

Grantor shall not be considered, and shall not have any rights as, third party beneficiaries of any such provisions.

29. Amendment, Waiver, Etc. This Agreement shall not be amended, modified, supplemented, terminated or waived (explicitly or by implication) *except* in a writing signed by the Grantors and Secured Party.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement (or of any other agreement or document required by this Agreement and any amendment to this Agreement) by telecopy or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Agreement; *provided, however*, that the telecopy or other electronic image shall be promptly followed by an original if required by Secured Party.

31. Financing Statement Property Description. To perfect the security interest granted under this Agreement, each Grantor expressly authorizes Secured Party to file financing statements naming such Grantor as debtor with the Collateral description "all assets of the debtor", "all personal property of the debtor" or other words to that effect. Such financing statements shall not be deemed to grant any security interest in any items of property otherwise excluded as Collateral pursuant to provisions hereof.

32. Governing Law. This Agreement is governed by and shall be interpreted according to federal law and the laws of California without regard to any choice of law, rules or principles to the contrary. If state or local law and federal law are inconsistent, or if state or local law is preempted by federal law, federal law governs. If Secured Party has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.

33. Dispute Resolution Provision. This Section 33, including the subsections below, is referred to as the "Dispute Resolution Provision." Each Grantor acknowledges and agrees that this Dispute Resolution Provision is a material inducement for Secured Party in entering into the Loan Agreement and the other Loan Documents to which Secured Party is a party. By accepting this Agreement, Secured Party shall be deemed to have agreed to this Dispute Resolution Provision.

(a) Scope. This Dispute Resolution Provision concerns the resolution of any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses (collectively, a "Claim" or "Claims") between Secured Party, on the one hand, and each Grantor, on the other hand (each side being, for the purposes of this Dispute Resolution Provision, a "Party" and the two sides together being the "Parties"), regardless of whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether foreseen or unforeseen, suspected or unsuspected, or fixed or contingent at the time of this Agreement, including but not limited to Claims that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) any document related to this Agreement. For the purposes of this Dispute Resolution Provision only, the terms "Secured Party" or Party or Parties (to the extent referring to or including Secured Party) shall include any parent corporation, subsidiary or affiliate of Secured Party.

(b) Judicial Reference. Any Claim brought by any Party in a California state court shall be resolved by a general reference to a referee (or a panel of referees) as

provided in California Code of Civil Procedure Section 638. The referee (or presiding referee of the panel) shall be a retired Judge or Justice of the California state court system. The referee(s) shall be selected by mutual written agreement of the parties. If the parties do not agree, the referee(s) shall be selected by the Presiding Judge of the Court (or his or her representative) as provided in California Code of Civil Procedure Section 640. The referee(s) shall hear and determine all issues relating to the Claim, whether of fact or of law, and shall do so in accordance with the laws of the State of California and the California rules of evidence and civil procedure, and shall report a statement of decision. The referee(s) shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable and legal orders that will be binding on the parties, and rule on any motion which would be authorized in court litigation, including without limitation motions to dismiss, for summary judgment, or for summary adjudication. The referee(s) shall award legal fees and costs (including the fees of the referee(s)) relating to the judicial reference proceeding, and to any related litigation or arbitration, in accordance with the terms of this Agreement. The award that results from the decision of the referee(s) shall be entered as a judgment in the court that appointed the referee(s), in accordance with the provisions of California Code of Civil Procedure Sections 644(a). Pursuant to California Code of Civil Procedure Sections 645, the parties reserve the right to seek appellate review of any judgment or order, including but not limited to, orders pertaining to class certification, to the same extent permitted in a court of law.

(c) Arbitration Provisions. The Parties agree that judicial reference pursuant to Section 33(b) above is the preferred method of dispute resolution of all Claims, when available. The Parties therefore agree that injunctive relief, including a temporary restraining order, without the posting of any bond or security, shall be appropriate to enjoin the prosecution of any arbitration proceeding where the Claims at issue become subject to (and as long as they remain subject to) judicial reference pursuant to Section 33(b) above, provided that a Party moves for such relief within thirty (30) days of its receipt of a demand for arbitration of a Claim. However, with respect to any Claim brought in a forum other than a California state court, or brought in a California state court but judicial reference pursuant to Section 33(b) above is not available or enforced by the court, the arbitration provisions in this Section 33(c) (collectively, the "Arbitration Provisions") shall apply to the Claim. In addition, if either of the Parties serves demand for arbitration of a Claim in accordance with these Arbitration Provisions, and the other Party does not move to enjoin the arbitration proceeding within thirty (30) days of receipt of the demand, the right to judicial reference shall be waived and the Claim shall remain subject to these Arbitration Provisions thereafter. The inclusion of these Arbitration Provisions in this Agreement shall not otherwise be deemed as any limitation or waiver of the judicial reference provisions. The Arbitration Provisions are as follows:

(i) For any Claim for which these Arbitration Provisions apply (as defined in the immediately preceding paragraph), the Parties agree that at the request of any Party to this Agreement, such Claim shall be resolved by binding arbitration. The Claims shall be governed by the laws of the State of California without regard to its conflicts of law principles. The Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "Act"), shall apply to the construction, interpretation, and enforcement of these Arbitration Provisions, as well as to the confirmation of or appeal from any arbitration award.

(ii) Arbitration proceedings will be determined in accordance with the Act, the then-current Commercial Finance rules and procedures of the American Arbitration Association or any successor thereof ("AAA") (or any successor

rules for arbitration of financial services disputes), and the terms of these Arbitration Provisions. In the event of any inconsistency, the terms of these Arbitration Provisions shall control. The arbitration shall be administered by the Parties and not the AAA and shall be conducted, unless otherwise required by law, at a location selected solely by Secured Party in any U.S. state where Collateral is located or where any Grantor is located or has a place of business. If there is no such state, the Bank shall select a location in the State of California.

(iii) If aggregate Claims are One Million Dollars (\$1,000,000) or less:

(A) All issues shall be heard and determined by one neutral arbitrator. The arbitrator shall have experience with commercial financial services disputes and, if possible, prior judicial experience, and shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, to be initiated by Secured Party. If the AAA "Arbitrator Select: List and Appointment" process is unavailable, Secured Party shall initiate any successor process offered by the AAA or a similar process offered by any other nationally recognized alternative dispute resolution organization.

(B) Unless the arbitrator has a dispositive motion under advisement or unforeseeable and unavoidable conflicts arise (as determined by the arbitrator), all arbitration hearings shall commence within ninety (90) days of the appointment of the arbitrator, and under any circumstances the award of the arbitrator shall be issued within one hundred twenty (120) days of the appointment of the arbitrator.

(C) A Party shall be entitled to take no more than two (2) fact depositions, one or both of which may be taken in accordance with Federal Rules of Civil Procedure 30(b)(6), plus depositions of any experts designated by the other Party, each of seven (7) hours or less, during pre-hearing discovery.

(D) There shall be no written discovery requests except a Party may serve document requests on the other Party not to exceed twenty (20) in number, including subparts. The requests shall be served within forty-five (45) days of the appointment of the arbitrator and shall be responded to within twenty-one (21) days of service.

(iv) If aggregate Claims exceed One Million Dollars (\$1,000,000):

(A) The issues shall be heard and determined by one neutral arbitrator selected as above unless either Party requests that all issues be heard and determined by three (3) neutral arbitrators. In that event, each Party shall select an arbitrator with experience with commercial financial services disputes, and the two arbitrators shall select a third arbitrator, who shall have prior judicial experience. If the arbitrators cannot agree, the third arbitrator shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, to be initiated by Secured Party.

(B) Unless the arbitrator(s) have a dispositive motion under advisement or other good cause is shown (as determined by the arbitrator(s)), all arbitration hearings shall commence within one hundred twenty (120) days of the appointment of the arbitrator(s), and under any circumstances the award of the arbitrator(s) shall be issued within one hundred eighty (180) days of the appointment of the arbitrator(s).

(C) A Party shall be entitled to take no more than five (5) fact depositions, one or more of which may be taken in accordance with Federal Rules of Civil Procedure 30(b)(6), plus depositions of any experts designated by the other Party, each of seven (7) hours or less, during pre-hearing discovery.

(D) There shall be no written discovery requests except a Party may serve document requests on the other Party not to exceed thirty (30) in number, including subparts. The requests shall be served within forty-five (45) days of the appointment of the arbitrator(s) and shall be responded to within twenty-one (21) days of service.

(v) Where a Party intends to rely upon the testimony of an expert on an issue for which the Party bears the burden of proof, the expert(s) must be disclosed within thirty (30) days following the appointment of the arbitrator(s), including a written report in accordance with Federal Rules of Civil Procedure 26(a)(2)(B). The arbitrator(s) shall exclude any expert not disclosed strictly in accordance herewith. The other Party shall have the right within thirty (30) days thereafter to take the deposition of the expert(s) (upon payment of the expert's reasonable fees for the in-deposition time), and to identify rebuttal expert(s), including a written report in accordance with Federal Rules of Civil Procedure 26(a)(2)(B).

(vi) The arbitrator(s) shall consider and rule on motions by the Parties to dismiss for failure to state a claim; to compel; and for summary judgment, in a manner substantively consistent with the corresponding Federal Rules of Civil Procedure. The arbitrator(s) shall enforce the "Apex" doctrine with regard to requested depositions of high-ranking executives of both Parties. The arbitrator(s) shall exclude any Claim not asserted within thirty (30) days following the demand for arbitration. This shall not prevent a Party from revising the calculation of damages on any existing theory. All discovery shall close at least one (1) week before any scheduled hearing date, and all hearing exhibits shall have been exchanged by the same deadline or they shall not be given weight by the arbitrator(s).

(vii) The arbitrator(s) will give effect to applicable statutes of limitation in determining any Claim and shall dismiss the Claim if it is barred by the statutes of limitation. For purposes of the application of any statutes of limitation, the service of a written demand for arbitration or counterclaim pursuant to the notice provision set forth in, as applicable with respect to any Grantor, Section 10.10 of the Loan Agreement or Section 17 of the Subsidiary Guaranty, is the equivalent of the filing of a lawsuit. At the request of any Party made at any time, including at confirmation of an award, the resolution of a statutes of limitation defense to any Claim shall be decided de novo by a court of competent jurisdiction rather than by the arbitrator(s). Otherwise, any dispute concerning these Arbitration Provisions or

whether a Claim is arbitrable shall be determined by the arbitrator(s), except as otherwise set forth in this Dispute Resolution Provision.

(viii) The arbitrator(s) shall have the power to award legal fees and costs relating to the arbitration proceeding and any related litigation or arbitration, pursuant to the terms of this Agreement. The arbitrator(s) shall provide a written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.

(ix) The filing of a court action is not intended to constitute a waiver of the right of any Party, including the suing Party, thereafter to require submittal of the Claims to arbitration, unless the Party fails to make such demand for arbitration within ninety (90) days following the filing of the court action.

(x) The arbitration proceedings shall be private. All documents, transcripts, and filings received by any Party shall not be disclosed by the recipient to any third parties other than attorneys, accountants, auditors, and financial advisors acting in the course of their representation, or as otherwise ordered by a court of competent jurisdiction. Any award also shall be kept confidential, although this specific requirement shall be void once the award must be submitted to a court for enforcement. The Parties agree that injunctive relief, including a temporary restraining order, from a trial court is the appropriate relief for breach of this Dispute Resolution Provision, and they waive any security or the posting of a bond as a requirement for obtaining such relief.

(d) Self-Help. This Dispute Resolution Provision does not limit the right of any Party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights; or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

(e) Class Action Waiver. Any arbitration or court trial (whether before a judge or jury or pursuant to judicial reference) of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). **THE CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.** Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. Each Grantor acknowledges that the Class Action Waiver is material and essential to the arbitration of any disputes between the Parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the Parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.**

(a) Jury Waiver. By agreeing to judicial reference or binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any Claim. Furthermore, without intending in any way to limit the provisions hereof, to the extent any Claim is not submitted to judicial reference or



arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent permitted by law in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. WHETHER THE CLAIM IS DECIDED BY JUDICIAL REFERENCE, BY ARBITRATION, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS DISPUTE RESOLUTION PROVISION IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW. EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (iii) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

34. Jurisdiction, Venue, Miscellaneous. This Agreement shall (a) bind each Grantor and each Grantor's successors and assigns, provided that no Grantor may assign its rights or obligations under this Agreement without the prior written consent of Secured Party (and any attempted assignment without such consent shall be void), and (b) inure to the benefit of Secured Party and its successors and assigns. Each Grantor hereby irrevocably (i) submits to the jurisdiction of any State or U.S. Federal Court in California, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection it may have to the laying of venue of any such action or proceeding in any of the said courts and (iii) waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith. Service of process by Secured Party in connection with such action or proceeding shall be binding on any Grantor if sent to Borrower (or to such Grantor) by registered or certified mail at its address specified in the Loan Agreement (or, if to such Grantor, the address specified in such Grantor's Subsidiary Guaranty). Each Grantor acknowledges and agrees that nothing in this Agreement shall affect the right to serve process in any other manner permitted by law or preclude the right to bring legal proceedings in any other court or courts of competent jurisdiction as Secured Party may elect and that legal proceedings in any one or more jurisdictions shall not preclude legal proceedings in any other jurisdiction.

35. Consent to Issuers' Agreement. Each Grantor hereby consents to the covenants and agreements of the Issuers set forth in Section 36.

36. Acknowledgment and Agreement of the Issuers.

(a) Each Issuer acknowledges and consents to Grantors' agreements set forth in the foregoing provisions of this Agreement.

(b) Each Issuer, except Timber, acknowledges that each of the Equity Interests it has issued to each of the applicable Grantors owning such Equity Interests that are certificated on the Closing Date are "certificated securities" (as contemplated by Division 8 of the California UCC). Each Issuer covenants to Secured Party that it will not issue any Equity Interests in the form of "uncertificated securities" (as contemplated by Division 8 of the California UCC) or seek to convert all or any part of the Equity Interests it has issued into "uncertificated securities" (as contemplated by Division 8 of the California UCC).

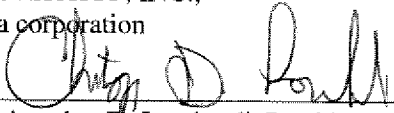
(c) Each Issuer agrees that it (i) will comply with any and all orders originated by Secured Party with respect to the Pledged Securities to the extent permitted or provided for under this Agreement, the other Loan Documents or otherwise under applicable law, including, without limitation, orders from Secured Party to make Secured Party or any purchaser or transferee, the registered holder or registered owner of the Pledged Securities, in each case without further consent by Grantor or any other Person and (ii) waives any right or requirement at any time hereafter to receive a copy of this Agreement in connection with the registration of any Pledged Collateral in the name of the Secured Party or its nominees or the exercise of voting rights by the Secured Party or its nominees.

37. Notices. Unless otherwise provided in this Agreement, all notices required under this Agreement shall be delivered pursuant to the notice provisions set forth in, as applicable with respect to any Grantor, Section 10.10 of the Loan Agreement or Section 17 of the Subsidiary Guaranty, and shall be effective as determined in accordance with each such provision.

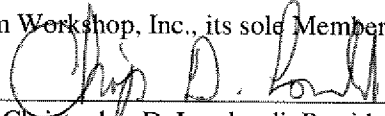
*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, each of the undersigned, in its capacities as Grantor and, if applicable, Issuer, has executed this Agreement by its duly authorized officer as of the date first written above.

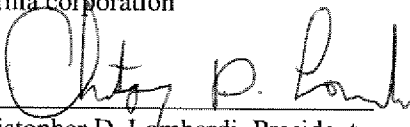
DRUM WORKSHOP, INC.,  
a California corporation

By:   
Christopher D. Lombardi, President

TIMBER AIR, LLC,  
a California limited liability company

By: Drum Workshop, Inc., its sole Member  
By:   
Christopher D. Lombardi, President

DRUMS INTERNATIONAL, INC.,  
a California corporation

By:   
Christopher D. Lombardi, President

Acknowledged and accepted:

"Secured Party"

BANK OF AMERICA, N.A.

By: Cense Howard  
Name: Anne W. Gardner  
Title: SM

**SCHEDULES**

to

**SECURITY AGREEMENT**

between

**DRUM WORKSHOP, INC.,**  
as the Borrower

and

**BANK OF AMERICA, N.A.,**  
as the Bank

**December 23, 2014**

## SCHEDULE 1

### Existing and Pending Trademarks

References to "DW" under the "Grantor" column below shall mean Drum Workshop, Inc.

GRANTOR	TRADEMARK NUMBER / REG. NO.	TRADEMARK NAME / TITLE	APPLICATION / SERIAL NUMBER	FILE and/or ISSUE (Regstrd) DATE	STATUS	COUNTRY
DW	1,512,623	DW 5000 Mark - on pedal	1512623	November 15, 1988	LIVE	USA
DW	1,623,562	DW and Design	74032533	February 26, 1990	LIVE	USA
DW	2,231,835	"DW" (stylized) (Spain)	2231835	May 3, 1999	LIVE	SPAIN
DW	2,231,834	"DW" in circle (Spain)	2231834	May 3, 1999	LIVE	SPAIN
DW	2,080,366	DW & Device (German)			LIVE	Germany
DW	1,541,811	"DW" LOGO IN CLASS 15			LIVE	ARGENTINA
DW	817332227	DW LOGO (Brazil)			LIVE	BRAZIL
DW	2,230,127	DW LOGO - Class 15 (UK)	2230127	April 20, 2000	LIVE	UNITED KINGDOM
DW	2226758	"DW" (stylized) (UK)	2226758	March 23, 2000	LIVE	UNITED KINGDOM
DW	2,647,835 J-TM	DW LOGO	32103055	January 19, 2005	LIVE	JAPAN
DW	3,186,234	DW LOGO (Japan)	314375/1992	August 30, 1996	LIVE	JAPAN
DW	PENDING	DW LOGO (China)	6558287	February 20, 2008	PENDING	CHINA
DW	003213055	DW LOGO "DW" (stylized)	3213055	May 29, 2003	LIVE	EUROPEAN COMMUNITY
DW	894373	DW LOGO "DW" (stylized) (Taiwan R.O.C.)	88011943	March 24, 2000	LIVE	TAIWAN
DW	TMA729,249	DW LOGO (DW in design)	1,372,183 (Corres.US regn. 1,623,562)	November 15, 2007	LIVE	CANADA
DW	152939	DW LOGO ("DW" stylized)	362193	Regist.Date: 5/26/2009 File Date: 8/4/2008	LIVE	PERU
DW	2,243,268	"DRUM WORKSHOP" (spelled out) MARK (Spain)	2243268	June 24, 1999	LIVE	SPAIN
DW	1,541,811	"DRUM WORKSHOP" (spelled out) MARK (Argentina)	1502472		LIVE	ARGENTINA
DW	889618	"DRUM WORKSHOP" (spelled out) (Taiwan R.O.C.)	88011950	April 16, 2000	LIVE	TAIWAN
DW	2,113,611	TRUE-PITCH (WORDS ONLY)	75/109950	May 24, 1996	LIVE	USA
DW	2,150,216	DESIGN OF DRUM LUGS (look)	75/151,500	14-Apr-1998	LIVE	USA
DW	2,123,117	THE DRUMMER'S CHOICE (WORDS ONLY)	75/143916	August 2, 1996	LIVE	USA
DW	TMA746,546	THE DRUMMER'S CHOICE (WORDS ONLY)	1,372,061 (corresp.US Regn. 2,123,117)	issued: Aug. 31, 2009 Filed: 11/14/2007	LIVE	CANADA
DW	6407616	THE DRUMMER'S CHOICE (WORDS ONLY)	Appl.# 6407616	February 28, 2010	LIVE	CHINA
DW	2,296,794	FAST TOM (WORDS ONLY)	75/416070	January 12, 1998	LIVE	USA
DW	TMA515,175	"DRUM WORKSHOP, INC."	866768	August 25, 1999	LIVE	CANADA
DW	2,320,260	DOG BONE (WORDS ONLY)	75/455081	March 23, 1998	LIVE	USA

GRANTOR	TRADEMARK NUMBER / REG. NO.	TRADEMARK NAME / TITLE	APPLICATION / SERIAL NUMBER	FILE and/or ISSUE (Regstrd) DATE	STATUS	COUNTRY
DW	2,303,580	TIMBRE MATCH (WORDS ONLY)	75/462396	April 6, 1998	LIVE	USA
DW	006453419	TIMBRE MATCH (WORDS ONLY)	006453419 (corres.U.S.Reg.No. 2,303,580)	November 20, 2007	LIVE	EU
DW	2,318,791	CHAIN DRIVE (WORDS ONLY)	75/605161	December 14, 1998	LIVE	USA
DW	2,332,404	COLLECTOR'S SERIES (WORDS ONLY)	75/678781	April 9, 1999	LIVE	USA
DW	889616	PURECUSSION	88011948	April 16, 2000	LIVE	TAIWAN
DW	001711639	PACIFIC DRUMS AND PERCUSSION (AND DESIGN)	75/868093	June 5, 2000	LIVE	EUROPEAN COMMUNITY
DW	1,918,425	PACIFIC DRUMS & PERCUSSION & DESIGN (LOGO)		March 17, 2003	LIVE	ARGENTINA
DW	2,549,810	TECHLOCK (WORDS ONLY)	76/233327	April 2, 2001	LIVE	USA
DW	2,549,809	TRUETONE (WORDS ONLY)	76/233326	April 2, 2001	LIVE	USA
DW	2,878,828	PDP LOGO IN CLASS 15	76/536,403	August 31, 2004	LIVE	USA
DW	3,567,997	PDP LOGO IN CLASS 15	3567997	Nov. 25, 2003	LIVE	EUROPE
DW	TMA741,856	PDP LOGO IN CLASS 15	Appl.# 1,373,711 (Corres.U.S. Reg.No. 2,878,828)	November 27, 2007	LIVE	CANADA
DW	6407615	PDP LOGO IN CLASS 15	Appl.# 6407615	11/29/2007 issue date: February 28, 2010	LIVE	CHINA
DW	GRANTED- awaiting corrected Certificate of Registration	PDP LOGO IN CLASS 15	Appl.# 829519432	December 9, 2007	LIVE	BRAZIL
DW	3,903,922	"CIRCLE IN OVAL" DEVICE IN CLASS 15	3903922	August 14, 2006	LIVE	CHINA
DW	3,008,085	KITBUILDER (Service Mark- Custom Assembly of drum set colors & signs)	78/465,261	October 18, 2005	LIVE	USA
DW	5617444	NUMERAL 3 AND DRUMSTICKS FANCIFUL DESIGN (3 drumsticks)	005617444 (corres.U.S. Serial no. 78/942181)	January 16, 2007	LIVE	EUROPEAN COMMUNITY
DW	5863341	NUMERAL 3 AND DRUMSTICKS FANCIFUL DESIGN (3 drumsticks)	5863341 78/942182	November 7, 2009	LIVE	CHINA
DW	3,633,363	RED BASE PLATE FOR DRUM BEATER PEDAL UNIT	77/291,670	September 28, 2007	LIVE	USA
DW	2476399	RED BASE PLATE FOR DRUM BEATER PEDAL UNIT	Appl.# 2476399 file# T417563GB (Corres.USSN 77/291,670)	Registration Date: 12/21/2007 File Date:11/26/2007	LIVE	UK
DW	006811129	"BLUE COLORED FEET OF PERCUSSION INSTRUMENT STAND" (3 dimensional mark)	appl.no. 006811129 (corres.USSN 77/298,452)	April 4, 2008	LIVE	EU

GRANTOR	TRADEMARK NUMBER / REG. NO.	TRADEMARK NAME / TITLE	APPLICATION / SERIAL NUMBER	FILE and/or ISSUE (Regstrd) DATE	STATUS	COUNTRY
DW	3,562,755	"SILVER COLORED BASE PLATE WITH SURFACE MARKING PATTERN FOR PERCUSSION INSTRUMENTS PEDAL UNITS"	77/285,960	September 21, 2007	LIVE	USA
DW	00920061	"SILVER COLORED BASE PLATE WITH SURFACE MARKING PATTERN FOR PERCUSSION INSTRUMENTS PEDAL UNITS"	Corres. USSN 77/285,960)	April 18, 2008	LIVE	EU
DW	3,613,215	"DW EDGE"	77/278,109	September 12, 2007	LIVE	USA
DW	3798003	"EDGE SERIES"	77/279,109	September 13, 2007	LIVE	USA
DW	006688238	"EDGE SERIES"	6688238	February 21, 2008	LIVE	EU
DW	006817027	"RED FOOT" (3-Dimensional mark)		April 7, 2008	LIVE	EU
DW	006453633	XSHELL. (wording)	77/296,120 (corres. US Serial No. 77/296,120)	November 20, 2007	LIVE	EU
DW	PENDING	"DW DRUMS" logo	8098815	February 1, 2010	PENDING	CHINA
DW	PENDING	"DESIGN SERIES"	TW Application No. 102015989	March 26, 2013	PENDING	TW
DW	PENDING	"DESIGN SERIES"	1158300	March 25, 2013	PENDING	CHINA
DW	MES (TIANJIN) MATTER	"DW DRUMS" LOGO	5807981	late 2012	PENDING	CHINA
DW	PENDING	TRUE-PITCH 50	86/328,149	July 3, 2014	PENDING	USA
DW	PENDING	"MDD" mark	86/407,587	file date: 9/26/2014	PENDING	USA
DW	PENDING	MACHINED DIRECT DRIVE mark	86/407,635	file date: 9/26/2014	PENDING	USA
DW	PENDING	"DW MFG U.S.A" design Mark	86/407,652	file date: 9/26/2014	PENDING	USA

In addition to the above, see attached for existing and pending trademarks acquired from KMC Music, Inc.



KMC Music, Inc. Trademark Status Report August 11, 2014				
Country	Mark	Class(es)	Goods	Division
PERU	ADAM	09	Electrical cables for use with musical instruments.	KMC Music
PERU	ADAM	15	Musical instruments and musical instrument accessories, namely, percussion instruments, bongos, timbales, bells, cowbells, drum stands, drum spurs, drum thrones, musical instrument stands, lyres for holding sheet music.	KMC Music
UNITED STATES	ADAMAS	15	Guitars and related guitar parts and accessories, namely, cases, strings, picks and straps.	Ovation Guitars
ARGENTINA	ADAMAS	15	All products in Class 15.	Ovation Guitars
AUSTRALIA	ADAMAS	15	Guitars and related guitar parts and accessories, namely cases, strings, picks and straps, and all other goods included in this class.	Ovation Guitars
BRAZIL	ADAMAS	15	Musical and acoustical instruments and their parts.	Ovation Guitars
CANADA	ADAMAS	15	Guitars and related guitar parts and accessories, namely, cases, strings, picks and straps.	Ovation Guitars
FRANCE	ADAMAS	15	Guitars and related guitar parts and accessories, namely, cases, strings, picks and straps.	Ovation Guitars
GERMANY	ADAMAS	09, 15	Pickups for stringed musical instruments. Musical instruments (with the exception of talking machines, telegraph and telephone apparatus), particularly stringed musical instruments as guitars, banjos, mandolins, and ukuleles, and parts thereof; musical instruments accessories, namely strings, picks, cases stands and straps.	Ovation Guitars
INDIA	ADAMAS	15	Musical instruments.	Ovation Guitars
ITALY	ADAMAS	15	Guitars and related guitar parts and accessories, namely, cases, strings, picks, and straps.	Ovation Guitars
SOUTH KOREA	ADAMAS	15	Guitars, guitar case, guitar strings, guitar picks, guitar straps.	Ovation Guitars
TAIWAN	ADAMAS	15	Guitars and related guitar parts and accessories, namely, cases, strings, picks and straps.	Ovation Guitars
UNITED KINGDOM	ADAMAS	15	picks for playing guitars, and straps for use with guitars.	Ovation Guitars
JAPAN	ADAMAS (stylized)	15	Guitars and related guitar parts and accessories, namely, cases, strings, picks and straps.	Ovation Guitars
CHINA	ADAMAS (stylized)(guitar strings)	15	Guitar strings.	Ovation Guitars
CHINA	ADAMAS (stylized)(guitars)	15	Guitars.	Ovation Guitars

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Country	Mark	Class(es)	Goods	Division
UNITED STATES	AFUCHE	15	Cabasa-type percussion instrument.	Latin Percussion
UNITED STATES	APPLAUSE	15	Guitars and guitar parts.	Ovation Guitars
ARGENTINA	APPLAUSE	15	All products in this class.	Ovation Guitars
AUSTRALIA	APPLAUSE	15	Musical instruments.	Ovation Guitars
FRANCE	APPLAUSE	15	Guitars and guitar parts.	Ovation Guitars
INDIA	APPLAUSE	15	Musical instruments.	Ovation Guitars
ITALY	APPLAUSE	15	Guitars and their parts.	Ovation Guitars
JAPAN	APPLAUSE	24	Guitars, banjos, mandolins and ukuleles; and stringed musical instrument accessories, picks, stands, cases and strings and other goods belonging to this class.	Ovation Guitars
SPAIN	APPLAUSE	15	Instruments of music, accessories and parts for the same, leather for guitars.	Ovation Guitars
UNITED KINGDOM	APPLAUSE	15	Guitars and parts thereof.	Ovation Guitars
CHINA	APPLAUSE AND DESIGN	15	Guitars.	Ovation Guitars
SOUTH KOREA	APPLAUSE AND DESIGN IN LATIN & KOREAN CHARACTERS	15	Guitar, electric guitar, strings, case, harmonica, tambourine, melodin, xylophone, mandolin, and etc.	Ovation Guitars
UNITED STATES	BALLADEER	15	Guitars.	Ovation Guitars
CHINA	BALLADEER	15	Guitars.	Ovation Guitars
UNITED STATES	BLACK BEAUTY COWBELL	15	Musical instruments, namely, cowbells.	Latin Percussion
UNITED STATES	CALIENTE	15	Congo drums, timbales, bongos.	Latin Percussion
AUSTRALIA	CALIENTE	15	Congo drums, timbales, bongos.	Latin Percussion
EUROPEAN UNION (CTM)	CALIENTE	15	Congo drums, timbales, bongos.	Latin Percussion
UNITED KINGDOM	CB	15	Musical instruments including instruments of percussion.	KMC Music
CHINA	CB AND DESIGN	15	Percussion instruments: drums.	KMC Music
CHINA	CB DRUMS (stylized)	15	Percussion instruments; drums.	KMC Music
UNITED STATES	CELEBRITY	15	Guitars, guitar parts, and guitar accessories, namely, carrying cases, music stands for use with guitars, picks, tuners and straps.	Ovation Guitars

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Country	Mark	Class(es)	Goods	Division
CHINA	CELEBRITY	15	Guitars	Ovation Guitars
SOUTH KOREA	CELEBRITY	09, 15	Metronomes, guitars, electric guitars, banjos, strings for guitars and banjos, and musical instrument tuning forks.	Ovation Guitars
SPAIN	CELEBRITY	15	Guitars, guitar parts and guitar accessories.	Ovation Guitars
UNITED STATES	COMFORT CURVE	15	Rims for musical drums.	Latin Percussion
GERMANY	COSMIC PERCUSSION	15	Musical instruments;	Latin Percussion
BENELUX	COSMIC PERCUSSION CP (stylized) AND DESIGN	15	Musical instruments including tambourines and other percussion instruments.	Latin Percussion
CANADA	COSMIC PERCUSSION CP (stylized) AND DESIGN	15	Musical instruments, namely drums and musical instrument stands.	Latin Percussion
UNITED KINGDOM	COSMIC PERCUSSION CP (stylized) AND DESIGN	15	Percussion musical instruments and parts and fittings therefor included in Class 15; stands and cases all included in Class 15; all for percussion musical instruments.	Latin Percussion
EUROPEAN UNION (CTM)	CP	09, 15, 28	Musical recordings. Musical instruments. Toys.	Latin Percussion
CHINA	CP LP (stylized) AND DESIGN	15	Percussion musical instruments; drums.	Latin Percussion
BRAZIL	CP (stylized) AND DESIGN	15	Musical instruments	Latin Percussion
CHINA	CUSTOM LEGEND	15	Guitars; drums.	Ovation Guitars
UNITED STATES	CYCLOPS	15	Musical instruments.	Latin Percussion
UNITED STATES	ELITE	15	Guitars.	Ovation Guitars
AUSTRALIA	ELITE	15	Musical instruments including guitars.	Ovation Guitars
FRANCE	ELITE	15	Guitars.	Ovation Guitars
ITALY	ELITE	15	Guitars.	Ovation Guitars
MEXICO	ELITE	15	Guitars.	Ovation Guitars
SOUTH KOREA	ELITE	15	Guitars.	Ovation Guitars
TAIWAN	ELITE	15	Guitars, electric guitars, guitar preamps, auxiliary guitar preamps and guitar cases.	Ovation Guitars
UNITED STATES	GALAXY	15	Drums.	Latin Percussion
UNITED STATES	GENERATION II	15	Bongu drums.	Latin Percussion

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Country	Mark	Class(es)	Goods	Division
UNITED STATES	GIBRALTAR	15	Equipment and accessories for musical percussion instruments, namely, drum pedals, drum stands, music racks and clamps, practice pads, storage bags, carrying bags and drum thrones.	GIBRALTAR
ARGENTINA	GIBRALTAR	15	All the goods in the class.	GIBRALTAR
AUSTRALIA	GIBRALTAR	15	Percussion equipment in this class, including stands, bass drum pedals, music racks and clamps.	GIBRALTAR
GUATEMALA	GIBRALTAR	15	Musical instruments.	GIBRALTAR
INDIA	GIBRALTAR	15	Musical instruments.	GIBRALTAR
MEXICO	GIBRALTAR	15	Musical instruments.	GIBRALTAR
UNITED KINGDOM	GIBRALTAR	15	Musical racks and stands, parts and fittings for all the aforesaid goods.	GIBRALTAR
CHINA	GIBRALTAR (stylized)	15	Drum stands; percussion stands; foot pedals.	GIBRALTAR
SWITZERLAND	GIBRALTAR (Stylized)	15	Musical drums and parts therefore.	GIBRALTAR
TAIWAN	GIBRALTAR (Stylized)	15	Musical drums and parts therefor.	GIBRALTAR
CHINA	GIBRALTAR AND DESIGN	15	Drum stands; percussion stands; foot pedals.	GIBRALTAR
UNITED STATES	GIOVANNI COMPACT CONDA	15	Musical percussion instruments.	Latin Percussion
UNITED STATES	IDEA (Stylized)	09,15	Electric amplifiers and pre-amplifiers for musical instruments. Musical instruments.	Ovation Guitars
GUATEMALA	LATIN PERCUSSION	15	Musical instruments.	Latin Percussion
INDIA	LATIN PERCUSSION	15	Musical instruments.	Latin Percussion
JAPAN	LATIN PERCUSSION INC.	15	Musical instruments, musical performance auxiliaries, tuning forks.	Latin Percussion
UNITED STATES	LEGEND	15	Guitars.	Ovation Guitars
UNITED STATES	LP	15	Musical instruments.	Latin Percussion
EUROPEAN UNION (CTM)	LP	09,15,28	Musical records, namely CDs and DVDs. Musical instruments. Toys.	Latin Percussion
INDIA	LP	15	Musical instruments.	Latin Percussion
INDONESIA	LP (stylized)	15	Musical instruments and accessories for musical instruments.	Latin Percussion
INDONESIA	LP (Stylized) & Design	15	Musical instruments and accessories for musical instruments.	Latin Percussion

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Country	Mark	Class(es)	Goods	Division
PERU	LP (Stylized) AND DESIGN	15	Musical instruments.	Latin Percussion
MEXICO	LP AND DESIGN	15	Musical instruments. Percussion musical instruments, bags for musical instrument equipment.	Latin Percussion
UNITED STATES EUROPEAN UNION (CTM)	LP AND DESIGN (with 1 circle)	15	Percussion musical instruments, bags for musical instrument equipment.	Latin Percussion
PANAMA	LP AND DESIGN (with 1 circle)	15	Percussion musical instruments, bags for musical instrument equipment.	Latin Percussion
TAIWAN	LP AND DESIGN (with 1 circle)	35	Various kinds of musical instruments and parts thereof, and other commodities properly belonging to this class.	Latin Percussion
VENEZUELA	LP AND DESIGN (with 1 circle)	15	Percussion musical instruments, bags for musical instrument equipment.	Latin Percussion
UNITED STATES	LP AND DESIGN (with 2 circles)	15	Percussion instruments, namely, congas, bongos, timbales, drums, cowbells, blocks, tambourines, chimes, bells, triangles, shakeres, guiros, shakers, maracas, claves, castanets, whistles, cymbals, gongs, sticks, and beaters, mounts, brackets, stands, and fitted bags and fitted cases, all for use with percussion instruments, and percussion tables.	Latin Percussion
ARGENTINA	LP AND DESIGN (with 2 circles)	15	All goods in international class 15.	Latin Percussion
BRAZIL	LP AND DESIGN (with 2 circles)	15	Acoustic and musical instruments and parts thereof.	Latin Percussion
CANADA	LP AND DESIGN (with 2 circles)	15	Percussion instruments, namely congas, bongos, timbales, drums, cowbells, blocks, tambourines, chimes, bells, triangles, shakeres, guiros, shakers, maracas, claves, castanets, whistles, cymbals, gongs, sticks, beaters, mounts, brackets, stands, percussion tables, bags and cases	Latin Percussion
CHINA	LP AND DESIGN (with 2 circles)	15	Percussion musical instruments; drums.	Latin Percussion
CHINA	LP AND DESIGN (with 2 circles)	15	Percussion musical instruments, bags for musical instrument equipment.	Latin Percussion
COLOMBIA	LP AND DESIGN (with 2 circles)	15	Percussion musical instruments.	Latin Percussion
EUROPEAN UNION (CTM)	LP AND DESIGN (with 2 circles)	15	Percussion instruments, namely congas, bongos, timbales, drums, cowbells, blocks, tambourines, chimes, bells, triangles, shakeres, guiros, shakers, maracas, claves, castanets, whistles, cymbals, gongs, sticks and beaters, mounts, brackets, stands and fitted bags and fitted cases all for use with percussion instruments, and percussion tables.	Latin Percussion

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Country	Mark	Class(es)	Goods	Division
GERMANY	LP AND DESIGN (with 2 circles)	15	Percussion instruments, namely, congas, bongos, timbales, drums, cowbells, blocks, tambourines, chimes, bells, triangles, shakers, guiros, shakers, maracas, claves, castanets, whistles, cymbals, gongs, sticks, and beaters, mounts, brackets, stands, and fitted bags and fitted cases all for use with percussion instruments, and percussion tables.	Latin Percussion
ITALY	LP AND DESIGN (with 2 circles)	15	Percussion instruments, namely congas, bongos, timbales, drums, cowbells, blocks, tambourines, chimes, bells, triangles, shakers, guiros, shakers, maracas, claves, castanets, whistles, cymbals, gongs, sticks, beaters, mounts, brackets, stands, percussion tables, bags and cases.	Latin Percussion
JAPAN	LP AND DESIGN (with 2 circles)	24	Sporting goods, musical instruments, and all other goods belonging to this class (but excluding records).	Latin Percussion
SOUTH AFRICA	LP AND DESIGN (with 2 circles)	15	Musical instruments including percussion musical instruments.	Latin Percussion
UNITED STATES	LP ASPIRE	15	Percussion instruments, namely, congas, bongos, timbales, drums, cowbells, blocks, tambourines, chimes, triangles, claves, castanets, whistles, sticks, beaters, mounts, stands, percussion tables for use therewith, bags and carrying cases for carrying and storing musical instruments.	Latin Percussion
BRAZIL	LP ASPIRE	15	Musical instruments.	Latin Percussion
CANADA	LP ASPIRE	15	Percussion instruments namely congas, bongos, timbales, drums, cowbells, blocks, tambourines, chimes, bells, triangles, shakers, guiros, shakers, maracas, claves, castanets, whistles, cymbals, gongs, sticks, beaters, mounts, brackets, stands, percussion tables, bags and cases.	Latin Percussion
EUROPEAN UNION (CTM)	LP ASPIRE	15	Percussion instruments namely congas, bongos, timbales, drums, cowbells, blocks, tambourines, chimes, bells, triangles, shakers, guiros, shakers, maracas, claves, castanets, whistles, cymbals, gongs, sticks, beaters, percussion tables, mounts, brackets and stands for percussion instruments, bags and cases adapted for percussion instruments.	Latin Percussion
THAILAND	LP ASPIRE	15	Percussion instruments namely congas, bongos, timbales, drums, cowbells, blocks, tambourines, chimes, bells, triangles, shakers, guiros, shakers, maracas, claves, castanets, whistles, cymbals, gongs, sticks, beaters, mounts, brackets, stands, percussion tables, bags and cases.	Latin Percussion
CHINA	LP ASPIRE AND DESIGN	15	Percussion musical instruments, drums.	Latin Percussion

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Country	Mark	Class(es)	Goods	Division
UNITED STATES	LP LATIN PERCUSSION AND DESIGN	15	Percussion musical instruments.	Latin Percussion
CANADA	LP LATIN PERCUSSION AND DESIGN	15	Percussion musical instruments.	Latin Percussion
CHINA	LP LATIN PERCUSSION AND DESIGN	15	Percussion musical instruments; drums.	Latin Percussion
EUROPEAN UNION (CTM)	LP LATIN PERCUSSION AND DESIGN	15	Percussion musical instruments.	Latin Percussion
FRANCE	LP LATIN PERCUSSION AND DESIGN	15	Percussion musical instruments.	Latin Percussion
ITALY	LP LATIN PERCUSSION AND DESIGN	15	Percussion musical instruments.	Latin Percussion
			Musical instruments, namely, drums, congas, conga drums, percussion instruments and cowbells, and accessories used in relation to percussion instruments, including drum sticks, clamps for attaching microphones.	
THAILAND	LP LATIN PERCUSSION AND DESIGN	15		Latin Percussion
UNITED KINGDOM	LP LATIN PERCUSSION AND DESIGN	15	Percussion musical instruments.	Latin Percussion
UNITED STATES	LP MUSIC COLLECTION AND DESIGN	15	Hand percussion instruments.	Latin Percussion
CHINA	LP MUSIC COLLECTION AND DESIGN	15	Percussion musical instruments; drums.	Latin Percussion
EUROPEAN UNION (CTM)	LP MUSIC COLLECTION AND DESIGN	15	Hand percussion instruments.	Latin Percussion
			Musical instruments, namely, percussion instruments.	
UNITED STATES	LP PERFORMER SERIES	15		Latin Percussion
CANADA	LP PERFORMER SERIES	15	Musical instruments, namely drums, congas, bongo, cymbals, shakers, maracas, vira slep, guiros, cabases, tambourines and bells.	Latin Percussion
CHINA	LP PERFORMER SERIES	15	Musical instruments, namely, percussion instruments.	Latin Percussion
			Musical instruments, namely, percussion instruments.	
UNITED STATES	LP RHYTHMIX AND DESIGN	15		Latin Percussion
CHINA	LP RHYTHMIX AND DESIGN	15	Musical instruments, namely, percussion instruments.	Latin Percussion
EUROPEAN UNION (CTM)	LP RHYTHMIX AND DESIGN	15	Musical instruments, namely, percussion instruments.	Latin Percussion
TAIWAN	LP RHYTHMIX AND DESIGN	15	Musical instruments, percussion instruments	Latin Percussion
UNITED STATES	LYRACHORD	36	Material comprising silica fibers and resin and sold only as a component of guitars.	Ovalton Guitars

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Country	Mark	Class(es)	Goods	Division
SOUTH KOREA	MISCELLANEOUS DESIGN (Adamas Epaulet Design)	15	Guitars, electric guitars.	Ovation Guitars
SOUTH KOREA	MISCELLANEOUS DESIGN (Adamas Epaulet Design)	15	Guitar, electric guitar, and acoustic guitar.	Ovation Guitars
SPAIN	MISCELLANEOUS DESIGN (Adamas Epaulet Design)	15	Guitars.	Ovation Guitars
TAIWAN	MISCELLANEOUS DESIGN (Adamas Epaulet Design)	15	Guitars.	Ovation Guitars
THAILAND	MISCELLANEOUS DESIGN (Adamas Epaulet Design)	15	Guitars.	Ovation Guitars
UNITED KINGDOM	MISCELLANEOUS DESIGN (Adamas Epaulet Design)	15	Guitars.	Ovation Guitars
UNITED STATES	MISCELLANEOUS DESIGN (Adamas FINGERBOARD Inlay Design)	15	Guitars.	Ovation Guitars
UNITED STATES	MISCELLANEOUS DESIGN (Adamas Soundboard Configuration)	15	Guitars.	Ovation Guitars
NEW ZEALAND	MISCELLANEOUS DESIGN (Adamas Soundhole Ornamentation)	15	Guitars.	Ovation Guitars
SINGAPORE	MISCELLANEOUS DESIGN (Adamas Soundhole Ornamentation)	15	Guitars.	Ovation Guitars
UNITED STATES	MISCELLANEOUS DESIGN (Guitar Bowl Shape)	15	Guitars.	Ovation Guitars
UNITED STATES	MISCELLANEOUS DESIGN (Guitar Configuration)	15	Guitars.	Ovation Guitars
CANADA	MISCELLANEOUS DESIGN (Guitar Shape)	09, 15	Guitars, guitar strings, guitar parts, banjo strings and banjo parts, Amplifiers, pre-amplifiers, microphones, speakers, speaker systems, speaker enclosures, sound controlled stage lamps and parts therefor.	Ovation Guitars
UNITED STATES	MISCELLANEOUS DESIGN (Guitar Tuning Head)	15	Guitars.	Ovation Guitars
UNITED STATES	MISCELLANEOUS DESIGN (Ovation Bridge Design)	15	Guitars.	Ovation Guitars
UNITED STATES	MISCELLANEOUS DESIGN (Ovation FINGERBOARD Inlay Design)	15	Guitars.	Ovation Guitars
UNITED STATES	MISCELLANEOUS DESIGN (SUPPLEMENTAL REGISTER)	15	All products in class 15.	Ovation Guitars
ARGENTINA	MISCELLANEOUS DESIGN (PEGHEAD SHAPE)	15	Guitars.	Ovation Guitars
GERMANY	MISCELLANEOUS DESIGN (Peghead Shape)	15	Guitars.	Ovation Guitars
SOUTH KOREA	MISCELLANEOUS DESIGN (Peghead Shape)	15	Guitars.	Ovation Guitars
THAILAND	MISCELLANEOUS DESIGN (Peghead Shape)	15	Guitars.	Ovation Guitars
UNITED KINGDOM	MISCELLANEOUS DESIGN (PEGHEAD SHAPE)	15	Guitars and guitar parts.	Ovation Guitars

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Country	Mark	Class(es)	Goods	Division
UNITED KINGDOM	MISCELLANEOUS DESIGN (Peghead Shape)	15	Guitars and guitar parts.	Ovation Guitars
GERMANY	MISCELLANEOUS DESIGN (Roundback Bowl Shape)	15	Musical instruments, namely acoustic guitars.	Ovation Guitars
SOUTH KOREA	MISCELLANEOUS DESIGN (Roundback Bowl Shape)	51	Guitars.	Ovation Guitars
UNITED STATES	MISCELLANEOUS DESIGN (Soundhole Rosette Design)	15	Guitars.	Ovation Guitars
ARGENTINA	MISCELLANEOUS DESIGN (Soundhole Rosette Design)	15	All products in this class.	Ovation Guitars
BRAZIL	MISCELLANEOUS DESIGN (Soundhole Rosette Design)	15	Guitars, guitar strings, and guitar parts, banjo strings and banjo parts.	Ovation Guitars
GERMANY	MISCELLANEOUS DESIGN (Soundhole Rosette Design)	15	Musical instruments, especially guitars, guitar strings, banjos, banjo strings, parts of the afore-mentioned goods.	Ovation Guitars
NEW ZEALAND	MISCELLANEOUS DESIGN (Soundhole Rosette Design)	15	Guitars, guitar strings, and guitar parts.	Ovation Guitars
SINGAPORE	MISCELLANEOUS DESIGN (Soundhole Rosette Design)	15	Guitars, guitar strings, banjos and banjo strings; parts and fittings for the aforesaid goods.	Ovation Guitars
SOUTH KOREA	MISCELLANEOUS DESIGN (Soundhole Rosette Design)	15	Guitars, guitar strings, guitar bridges, guitar machine heads, guitar picks, guitar straps, guitar stands, guitar cases, electric guitar, and acoustic guitar.	Ovation Guitars
SPAIN	MISCELLANEOUS DESIGN (Soundhole Rosette Design)	15	Guitars, guitar strings, and guitar parts, and banjos, banjo strings, and banjo parts.	Ovation Guitars
UNITED KINGDOM	MISCELLANEOUS DESIGN (Soundhole Rosette Design)	15	Guitars.	Ovation Guitars
SOUTH KOREA	MISCELLANEOUS DESIGN (Soundhole Rosette Design)	15	Guitars, guitar strings, guitar bridges, guitar machine heads, guitar picks, guitar straps, guitar stands and guitar cases.	Ovation Guitars
THAILAND	MISCELLANEOUS DESIGN (Soundhole Rosette Design)	15	Guitars.	Ovation Guitars
UNITED STATES	MISCELLANEOUS DESIGN (triangle)	15	Drums.	Latin Percussion
ARGENTINA	MISCELLANEOUS DESIGN (Roundback Bowl Shape)	15	All products in this class.	Ovation Guitars
CHINA	MONTANA (stylized)	15	Guitars.	Latin Percussion
UNITED STATES	MOUNT-ALL	15	Metal brackets for use with musical instrument stands and for holding musical instruments.	Latin Percussion
CHINA	MULTI-GUIRO	15	Musical saw with function of mixing (A Latin America percussion instrument).	Latin Percussion
UNITED STATES EUROPEAN UNION (CTM)	MULTI-GUIRO	15	Combined guiro and shaker.	Latin Percussion
TAIWAN	MULTI-GUIRO	15	Combined guiro and shaker.	Latin Percussion
	MULTI-GUIRO	15	Combined guiro and shaker.	Latin Percussion

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Country	Mark	Class(es)	Goods	Division
UNITED STATES	ONE SHOT	15	Musical instruments, namely, shakers.	Latin Percussion
CANADA	ONE SHOT	15	Musical instruments, namely shakers.	Latin Percussion
CHILE	ONE SHOT	15	All goods comprised in class 15	Latin Percussion
EUROPEAN UNION (CTM)	ONE SHOT	15	Musical instruments, shakers.	Latin Percussion
JAPAN	ONE SHOT	15	Musical instruments, namely, shakers, drums, Japanese drums, musical performance auxiliaries, tuning forks.	Latin Percussion
TAIWAN	ONE SHOT	15	Musical instruments, namely, shakers.	Latin Percussion
CHINA	ONE SHOT ONE SHOT	15	Instruments (Musical-) and membranophones.	Ovation Guitars
ARGENTINA	OVAACION	15	All products in international class 15	Ovation Guitars
UNITED STATES	OVAATION	16	Printed publications in the nature of musical instrument catalogs and newsletters of a musical orientation.	Ovation Guitars
ARGENTINA	OVAATION	15	All products in this class.	Ovation Guitars
AUSTRALIA	OVAATION	15	Musical instruments.	Ovation Guitars
BRAZIL	OVAATION	15	Musical and acoustical instruments and their parts.	Ovation Guitars
CANADA	OVAATION	09,15	Guitars, guitar strings, guitar parts guitar cases, guitar stands, guitar picks, banjos, banjo strings, banjo parts, banjo cases, banjo stands and banjo picks. Amplifiers, pre-amplifiers, microphones, speakers, speaker systems, speaker enclosures, sound controlled stage lamps and parts therefor.	Ovation Guitars
EUROPEAN UNION (CTM)	OVAATION	09,15,16	Amplifiers, preamplifiers, microphones and/or instrument pickups, speakers, speaker systems, speaker enclosures and parts therefor, musical video and audio recordings, including in the form of phonograph records, tape cassettes, and compact discs. Musical instruments; stringed musical instruments and parts therefor, including guitars, guitar strings, and guitar parts, banjos, banjo strings and banjo parts. Printed publications in the nature of musical instrument catalogs and newsletters of a musical orientation.	Ovation Guitars

Country	Mark	Class(es)	Goods	Division
FRANCE	OVATION	09, 15	Amplifiers, preamplifiers, microphones, speakers, speaker systems, speaker enclosures, sound controlled stage lamps and accessories and parts therefor; Guitars, guitar strings, guitar parts and guitar accessories; and banjos, banjo strings, banjo parts and banjo accessories.	Ovation Guitars
GERMANY	OVATION	09, 15, 16	Amplifiers, preamplifiers, microphones and/or instrument pickups, speakers, speaker systems and speaker enclosures and parts therefor, musical video and audio recordings, including in the form of phonograph records, tape cassettes, and compact discs. Musical instruments, stringed musical instruments and parts therefor, including guitars, guitar strings, and guitar parts, banjos, banjo strings and banjo parts. Printed publications in the nature of musical instrument catalogs and newsletters of a musical orientation.	Ovation Guitars
INDIA	OVATION	15	Musical instruments.	Ovation Guitars
ITALY	OVATION	09, 15	Amplifiers, preamplifiers, microphones, speakers, speaker systems, speaker enclosures, sound controlled stage lamps and accessories and parts therefor; Guitars, guitar strings, guitar parts and guitar accessories; and banjos, banjo strings, banjo parts and banjo accessories.	Ovation Guitars
JAPAN	OVATION	15	Toys, dolls, amusement instruments, sport goods, fishing tackle, musical instruments, performance auxiliary goods, phonographs (excluding electric gramophones), phonograph records, parts and accessories of these goods.	Ovation Guitars
MEXICO	OVATION	09	Amplifiers, preamplifiers, microphones, speakers, speaker systems, speaker enclosures, sound controlled stage lamps and accessories and parts therefor.	Ovation Guitars
MEXICO	OVATION	15	Guitars, guitar strings, fittings for guitars, and banjos, banjo strings, parts for banjos and parts and fittings therefor.	Ovation Guitars
NORWAY	OVATION	09, 15	Electronic amplifiers, microphones, loudspeakers, loudspeaker systems, loudspeaker cabinets, guitars, guitar strings, banjos and banjo strings, sound-controlled stage lights, accessories and parts for the abovementioned goods.	Ovation Guitars
SOUTH KOREA	OVATION	15	Guitar, electric guitar, harmonica, strings for musical instruments, melodion, pines (korean flute), castanets, pick, harp, tambourine.	Ovation Guitars

Country	Mark	Classes	Goods	Division
SOUTH KOREA	OVATION	09,11	Amplifiers, preamplifiers, microphones, speakers, speaker enclosure. Stage lighting controlled by sound.	Ovation Guitars
SPAIN	OVATION	15	Musical instruments, namely guitars.	Ovation Guitars
SWEDEN	OVATION	09,11,15	Amplifiers, preamplifiers, microphones, loudspeakers and loud speaker systems and accessories and parts thereof. Sound controlled stage illuminations and lamps as well as accessories and parts thereof. Guitars, guitar strings, parts and accessories of guitars; banjos, banjo strings, parts and accessories of banjos.	Ovation Guitars
SWITZERLAND	OVATION	09,15	Amplifiers, preamplifiers, microphones, speakers, speaker systems, speaker enclosures, sound controlled stage lamps, and parts therefor. Guitars, guitar strings, and guitar parts, and banjos, banjo strings, and banjo parts.	Ovation Guitars
TAIWAN	OVATION	15	Guitars, guitar strings, and guitar parts; and banjos, banjo strings, and banjo parts.	Ovation Guitars
UNITED KINGDOM	OVATION	08,15	Amplifiers, microphones, loud speakers and enclosures for use therein, loud speaker systems; control apparatus included in Class 9 for stage lamps; and parts and fittings included in Class 9 for all the aforesaid goods. Stringed musical instruments; strings for musical instruments, parts and fittings included in Class 15 for stringed musical instruments; and articles included in Class 15 for use with stringed musical instruments.	Ovation Guitars
UNITED STATES	OVATION (Class 15)	15	Guitars, guitar strings, guitar parts, and guitar accessories; banjos, banjo strings, banjo parts, and banjo accessories.	Ovation Guitars
CHINA	OVATION (Class 15)	15	Guitars, guitar strings, guitar parts, banjos, banjo strings, banjo parts.	Ovation Guitars
THAILAND	OVATION (Class 15)	15	Guitars, electric guitars, guitar and violin wires, guitar playing tools.	Ovation Guitars
CHINA	OVATION (Class 9)	09	Amplifiers, preamplifiers, microphones, speakers, speaker systems, speaker enclosures, sound controlled stage lamps and parts therefor.	Ovation Guitars
UNITED STATES	OVATION AND DESIGN	15	Guitars.	Ovation Guitars
CHINA	OVATION AND DESIGN	15	Guitars.	Ovation Guitars
UNITED STATES	PATATO	15	Musical instruments.	Latin Percussion
GERMANY	PATATO MODEL	15	Musical instruments of the type of percussion instruments, particularly congo drums.	Latin Percussion

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Country	Mark	Class(es)	Goods	Division
AUSTRALIA	PERCUSSION PLUS	15	<p>Percussion instruments, including drums, drum kits, snare kits, xylophones, cymbals, drumsbcks, drum stands and pedals, drum cases, and all other components and accessories in this class for percussion instruments.</p> <p>percussion bell sets, bongo drums, congas, cowbells, drum beaters, drum keys for tuning drums, drum parts, namely, bass drum spurs, floor tom legs, drum keys, snare drum wires, snare drum cords, tension screws for toms, tension screws for bass drums, tension screws for snares, lugs for tom base, lugs for snares, wing screws, wing nuts, rubber feet for drums, drum pedals, drum sets, namely, bass pedal beaters, snare stands, cymbal stands, bass pedals, drum thrones, tom stands, drum spurs, drum thrones, hi-hat parts and accessories, namely, hi-hat clutches and hi-hat felts, percussion instruments, percussion kits comprising percussion bells, percussion pads, percussion stands, percussion bags, drumheads, practice pads, practice mallets, practice drums, snare drums, snare kits comprising snare drums, snare drum stands, snare practice pads, snare bags, cymbals, cymbal mounts, tambourines, tom-toms, stands for musical instruments, bongo stands, cymbal stands, djembe stands, hi-hat stands, snare stands, tom-tom stands and legs, drum and percussion clamps; bags specially adapted for holding musical instruments; cases for musical instruments.</p>	Latin Percussion
UNITED STATES	PERCUSSION PLUS (Stylized) and Design	15	<p>Musical instruments and accessories, namely, bell sets, bongo drums, cajons, congas, cowbells, drum beaters, drum keys for tuning drums, drum parts, drum pedals, drum sets, drum spurs, drum thrones, hi-hat parts and accessories, percussion instruments, percussion hardware and accessories, percussion kits, practice pads, practice drumheads, snare drums, snare kits, tambourines, tom-toms, wood block holders, stands for musical instruments, bongo stands, cymbal stands, djembe stands, hi-hat stands, snare stands, tom-tom stands and legs, musical instrument stand accessories, musical instrument holders, clamps, and straps; bags specially adapted for holding musical instruments, cases for musical instruments.</p>	Latin Percussion
CANADA	PERCUSSION PLUS (Stylized) and Design	15		Latin Percussion

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Country	Mark	Class(es)	Goods	Division
CHINA	PERCUSSION PLUS (Stylized) and Design	15	Musical instruments and accessories, namely, bell sets, bongo drums, congas, cowbells, drum beaters, drum keys for tuning drums, drum parts, drum pedals, drum sets, drum spurs, drum thrones, hi-hat parts and accessories, percussion instruments, percussion hardware and accessories, percussion kits, practice pads, practice drumheads, snare drums, snare kits, tambourines, tom-toms, wood block holders, stands for musical instruments, bongo stands, cymbal stands, djembe stands, hi-hat stands, snare stands, tom-tom stands and legs; musical instrument stand accessories; musical instrument holders, clamps, and straps; bags specially adapted for holding musical instruments; cases for musical instruments.	Latin Percussion
UNITED STATES	RIDGE RIDER	15	Musical instruments, namely, cowbells.	Latin Percussion
UNITED STATES	ROUNDBACK	15	Guitars.	Ovation Guitars
CHINA	ROUNDBACK	15	Guitars.	Ovation Guitars
JAPAN	ROUNDBACK	15	Guitars.	Ovation Guitars
UNITED STATES	ROUNDBACK (SUPPLEMENTAL REGISTER)	15	Guitars.	Ovation Guitars
UNITED STATES	SALSA (Stylized)	15	Percussion instruments.	Latin Percussion
UNITED STATES	THE CLAW	09	Clamp for attaching microphones and percussion accessories to percussion instruments.	Latin Percussion
TAIWAN	THE CLAW	09	Various kinds of musical instruments and parts thereof.	Latin Percussion
CHINA	THE CLAW AND DESIGN	09	Clamp for attaching microphone and percussion accessories to instruments.	Latin Percussion
UNITED STATES	THUNDERBOLT	15	Guitars.	Ovation Guitars
UNITED STATES EUROPEAN UNION (CTM)	TOCA	15	Percussion musical instruments and accessories, namely, drums, drumsticks, drumstands, drum muffs and practice pads, timbels, shakers, maracas, bells blocks, tambourines, jingle sticks, cabbases, gourds, claves, cymbals, castanets, slapsicks, triangles, rattles, chimes and transport bags for such goods.	Latin Percussion
INDIA	TOCA	15	Musical instruments.	Latin Percussion
INDONESIA	TOCA	15	Musical instruments. Musical instruments and accessories for musical instruments.	Latin Percussion Latin Percussion

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Country	Mark	Class(es)	Goods	Division
MEXICO	TOCA	15	Musical instruments.	Latin Percussion
SOUTH KOREA	TOCA	15	Musical instruments and accessories for musical instruments.	Latin Percussion
JAPAN	TOCA (Stylized)	15	Guitars, Guitar straps, Cases, Picks, Straps, and other accessories for guitar, and other Musical instruments. Articles auxiliary to musical performance Tuning forks.	Latin Percussion
UNITED STATES	ULTRA	15	Guitars and accessories, namely, cases, strings, picks and straps.	Ovation Guitars
FRANCE	ULTRA	15	Guitars and accessories, namely, cases, strings, picks and straps.	Ovation Guitars
ITALY	ULTRA	15	Guitars and accessories, namely, cases, strings, picks and straps.	Ovation Guitars
SWEDEN	ULTRA	15	Guitars and accessories, namely, cases, strings, picks and straps.	Ovation Guitars
CHINA	ULTRA AND DESIGN	15	Guitars; instruments stands.	Ovation Guitars
UNITED STATES	MIRA-TONE	15	Musical percussion instruments.	Latin Percussion
UNITED STATES	WORLD BEAT	15	Percussion musical instruments.	Latin Percussion
JAPAN	WORLD BEAT (Stylized)	25	All goods in class 25	Latin Percussion
CHINA	WORLD BEAT AND DESIGN (words at top)	15	Percussion musical instruments; drums	Latin Percussion
UNITED STATES	WORLD BEAT LP AND DESIGN	15	Musical instruments, namely, percussion instruments, rainsticks, bags which are fitted to carry specific musical instruments.	Latin Percussion
CANADA	WORLD BEAT LP AND DESIGN	15	Musical instruments, namely, percussion instruments, bells, tambourines, rainsticks, and cymbals.	Latin Percussion
GERMANY INTL. REG MADRID PROTOCOL	WORLD BEAT LP AND DESIGN	15	Musical instruments; namely, percussion instruments, bells, tambourines, drum mounts, brackets for instruments, instrument stands, rain sticks, chimes, instrument wheels, drum sticks, castanets, whistles, which are specifically designed as musical instruments, thumb pianos, cymbals, bags which are fitted to carry specific musical instruments.	Latin Percussion
INTL. REG. MADRID PROTOCOL	WORLD BEAT LP AND DESIGN	15	Musical instruments; namely, percussion instruments, bells, tambourines, drum mounts, brackets for instruments, instrument stands, rain sticks, chimes, drum sticks, castanets, whistles, which are specifically designed as musical instruments, thumb pianos, cymbals, bags which are fitted to carry specific musical instruments.	Latin Percussion

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Country	Mark	Class(es)	Goods	Division
JAPAN INTL. REG MADRID PROTOCOL	WORLD BEAT LP AND DESIGN WORLD BEAT PERCUSSION AND DESIGN (number 2)	15	Musical instruments; namely, percussion instruments, bells, tambourines, drum mounts, brackets for instruments, instrument stands, rainsticks, chimes, instrument wheels, drum sticks, castanets, whistles, which are specifically designed as musical instruments, thumb pianos, cymbals, bags which are fitted to carry specific musical instruments.	Latin Percussion
JAPAN		15	Percussion.	Latin Percussion
GERMANY	WORLD BEAT PERCUSSION AND DESIGN (number 3)	15	Musical instruments, in particular percussion instruments, bells, tambourines, chimes, castanets, whistles, pianos and grand pianos, cymbals and dulcimers; mounts for drums and other musical instruments; instrument stands; drum sticks; bags for musical instruments and for instrument accessories; parts of the aforementioned goods.	Latin Percussion

CHINA  
SYNERGY 15  
Percussion Musical instruments;  
Drums.

SCHEDULE 2

Existing and Pending Patents

References to "DW" under the "Grantor" column below shall mean Drum Workshop, Inc.

GRANTOR	PATENT NUMBER / REG. NO.	PATENT TITLE	APPLICATION/SERIAL NUMBER	FILING DATE	STATUS	JURISDICTION	INVENTOR
DW	195 03 139.3	DRUM BEATER & PEDAL APPARATUS WITH SINGLE PEDESTAL	(corres.USSN 08/190,499)		GRANTED	GERMANY	DON LOMBARDI
DW	2,286,281	DRUM BEATING APPARATUS	950,281	February 2, 1995	GRANTED	UK	DON LOMBARDI
DW	5,616,875	DRUM STRAND TENSIONER	08/567,969	December 6, 1995	GRANTED	USA	LOMBARDI
DW	3,737,964	DRUM BEATER & PEDAL APPARATUS W/ INTERFITTING DUAL ADJUSTMENT OF DRUM RIM CLAMP	2001-355546	May 16, 1997	GRANTED	JAPAN	LOMBARDI
DW	19720375	DRUM BEATER & PEDAL APPARATUS W/ INTERFITTING DUAL ADJUSTMENT OF DRUM RIM CLAMP	19720375-2 (Corresp. USSN 08/650,370)	May 20, 1996	GRANTED	GERMANY	LOMBARDI
DW	5,884,379	DRUM PROCESSING APPARATUS	08/827,870	April 11, 1997	GRANTED	USA	LOMBARDI
DW	5,735,733	DRUM SANDING APPARATUS	08/835,003	April 7, 1997	GRANTED	USA	LOMBARDI
DW	5,770,810	DRUM TUNING METHOD & APPARATUS	08/846,233	April 28, 1997	GRANTED	USA	LOMBARDI
DW	198 82 994	DRUM TUNING METHOD & APPARATUS	198,829,949	May 19, 1998	GRANTED	GERMANY	LOMBARDI
DW	2,352,318	DRUM TUNING METHOD & APPARATUS	PCT/US98?10256	May 19, 1998	GRANTED	UK	LOMBARDI
DW	5,936,176	PERCUSSION INSTRUMENT ARM ADAPTER	09/036,771	March 9, 1998	GRANTED	USA	LOMBARDI
DW	DES. 408,436	DESIGN PERCUSSION INSTRUMENT ARM ADAPTER	29/084,678	March 9, 1998	GRANTED	USA	LOMBARDI
DW	DES. 423,036	(Design Patent) PERCUSSION INSTRUMENT STAND	29/085,572	March 26, 1998	GRANTED	USA	LOMBARDI
DW	5,920,021	DRUM HEAD W/ SOUND ATTENUATING ANNULAR COATING (Cont'n of Sn 08/652,270)	09/055,839	April 6, 1998	GRANTED	USA	GOOD

GRANTOR	PATENT NUMBER / REG. NO.	PATENT TITLE	APPLICATION/SERIAL NUMBER	FILING DATE	STATUS	JURISDICTION	INVENTOR
DW	6,015,128	PERCUSSION BELL CLAMPING SUPPORT	09/268,059	March 15, 1999	GRANTED	USA	LOMBARDI
DW	6,060,652	TUNABLE DRUM SUPPORT	09/178,752	October 26, 1998	GRANTED	USA	LOMBARDI
DW	6,028,259	WEIGHTING OF DRUM PEDAL APPARATUS	09/221,477	December 28, 1998	GRANTED	USA	GOOD / LOMBARDI
DW	6,518,490	DRUM HEAD WITH SOUND ATTENUATING CENTER COATING	09/766,931	January 23, 2001	GRANTED	USA	GOOD
DW	6,525,250	DIFFERENTIAL SUPPORTING OF DRUM HEADS	09/866,202	May 29, 2001	GRANTED	USA	GOOD
DW	6,550,860	WHEELED TELESCOPIC PERCUSSION INSTRUMENT CONTAINER	09/872,308	June 4, 2001	GRANTED	USA	DON LOMBARDI
DW	6,559,368	CUSHIONED PERCUSSION DEVICE	09/942,302	August 30, 2001	GRANTED	USA	LOMBARDI / SIKRA
DW	6,573,442	ANTI-FRICTION DRUM STRAND TENSIONER	09/976,955	October 15, 2001	GRANTED	USA	LOMBARDI
DW	6,570,075	CONTROLLED TILTING OF CYMBALS DEVICE	10/067,925	February 7, 2002	GRANTED	USA	LOMBARDI
DW	6,894,210	ADJUSTABLE DRUM BEATING APPARATUS	10/283,898	October 31, 2002	GRANTED	USA	LOMBARDI
DW	6,822,150	PERCUSSION INSTRUMENT STAND WITH GUIDED PEDAL MOVEMENT	10/389,843	March 18, 2003	GRANTED	USA	LOMBARDI
DW	6,891,098 B1	ANTI-FRICTION DRUM STRAND SELECTIVE TENSIONER	10/346,348	January 16, 2003	GRANTED	USA	LOMBARDI
DW	6,992,244 B2	HOLD DOWN CLAMP	10/755,912	January 13, 2004	GRANTED	USA	GATZEN/ Michael Paul
DW	7,126,050 B1	CYMBALS OPERATION CONTROL	10/856,546	June 1, 2004	GRANTED	USA	LOMBARDI
DW	7,087,826	PERCUSSION INSTRUMENT POSITION ADJUSTMENT	10/933,443	September 3, 2004	GRANTED	USA	LOMBARDI
DW	7,348,479	DRUM BEATING PRACTICE ASSEMBLY	10/957,903	October 5, 2004	GRANTED	USA	DON LOMBARDI
DW	7,395,994 B1	QUICK RELEASE PERCUSSION INSTRUMENT ARM ADAPTER	10/966,439	October 18, 2004	GRANTED	USA	RICHARD A. SIKRA
DW	7,071,400 B1	PERCUSSION COWBELL SUPPORT APPARATUS	11/030,732	January 7, 2005	GRANTED	USA	DON LOMBARDI

GRANTOR	PATENT NUMBER/REG. NO.	PATENT TITLE	APPLICATION/SERIAL NUMBER	FILING DATE	STATUS	JURISDICTION	INVENTOR
DW	7,232,947 B1	ELONGATED LINKAGE CONNECTED PEDAL UNIT AND CYMBALS APPARATUS	11/036,876	January 18, 2005	GRANTED	USA	DON LOMBARDI
DW	7,351,902 B1	CYMBALS REMOTE ACTUATION DETACHMENT MEANS	11/541,293	September 28, 2006	GRANTED	USA	RICHARD A. SIKRA
DW	7,641,560 B1	TAKE-UP IN DRUM ACTUATION DRIVE TRAINS (AKA: "ZERO BACKLASH UNIVERSAL JOINT")	11/581,277	October 16, 2006	GRANTED	USA	RICHARD A. SIKRA
DW	7,565,970	DRUMSTICKS SUPPORT BAG	11/645,346	December 26, 2006	GRANTED	USA	PETER ERSKINE
DW	7,718,876	ANGLED GRAIN DRUM SHELL PLY CONFIGURATION	11/784,700	April 9, 2007	GRANTED	USA	JOHN GOOD
DW	D580477	DRUM LUG (DESIGN PAT)	29/292,579	November 30, 2007	GRANTED	USA	RICH SIKRA/SCOTT DONNELL
DW	7,601,902	MULTI-PIVOTED PEDAL BASS DRUM BEATING APPARATUS	12/157,130	June 9, 2008	GRANTED	USA	DON LOMBARDI
DW	7,942,176	DRUM SHELL FORMATION	12/154,650	May 27, 2008	GRANTED	USA	JOHN GOOD
DW	7,812,236	ONE-PIECE DRUM SHELL FORMATION	Pat.Appli: 12/455,770 Provisional: 61/131,503	Pat. Applic.: 7/13/09 Provisional: 6/11/2008	GRANTED	USA	JOHN GOOD
DW	7,700,864	LOCKABLE THROW-OFF FOR SNARE DRUM	12/319,983	January 13, 2009	GRANTED	USA	RICH SIKRA
DW	8,193,435 B1	SNARE BRIDGE APPARATUS	61/217,263 (provisional) 12/802,129 (US Pat. Applic. Filed June 1, 2010)	June 1, 2009	GRANTED	USA	DON LOMBARDI, RICH SIKRA
DW	7,902,444	Magnetic & Adjustable Throw-off for Snare drum	12/592,208	November 20, 2009	GRANTED	USA	RICH SIKRA, JOHN GOOD
DW	8,143,507	ADJUSTING DEVICE FOR SNARE DRUM	12/657,180	January 19, 2010	GRANTED	USA	RICH SIKRA, JOHN GOOD
DW	SEE 13,220-EP	ADJUSTING DEVICE FOR SNARE DRUM	PCT/US2010/000853	March 24, 2010	PCT PENDING	WORLD	RICH SIKRA, JOHN GOOD
DW	ALLOWED, Awaiting formal Grant.	ADJUSTING DEVICE FOR SNARE DRUM	10,831,889	March 24, 2010	Regional Phase PCT	EUROPEAN	RICH SIKRA, JOHN GOOD
DW	8,330,032 B1	Pivot Supports for Drum Rim	12/925,423	April 22, 2011	GRANTED	USA	RICH SIKRA
DW	8,563,841	Safety Hoop for Drum	61/455,952 serial # 13/317,810	November 1, 2010	GRANTED	USA	JOHN GOOD
DW	8,569,604	Cymbal Adjustment and Positioning	13/200,054	September 19, 2011	GRANTED	USA	RICH SIKRA

GRANTOR	PATENT NUMBER / REG. NO.	PATENT TITLE	APPLICATION / SERIAL NUMBER	FILING DATE	STATUS	JURISDICTION	INVENTOR
DW	8,338,682	Cymbal Holder with Barb means Retention of Cushion pad	13/200,503	September 26, 2011	GRANTED	USA	RICH SIKRA
DW	CIP (to docket 13,306) PENDING	Precision Safety Hoop for Drum	13/694,519	December 10, 2012	PENDING	USA	JOHN GOOD
DW	CIP (to docket 13,297) PENDING	Pivot Supports for Drum Rim	13/663,655	October 30, 2013	PENDING	USA	RICH SIKRA
DW	PENDING (international PCT)	Pivot Supports for Drum Rim	PCT/US13/67611	October 30, 2013	PENDING	WORLDWIDE PCT	RICH SIKRA
DW	PENDING	Drum Pedal w/ Adjustment Features & Interlocking Features	Application No. 14/495,715 Serial No. 61/882,538	September 24, 2014	PENDING	USA	RICH SIKRA
DW	PENDING	Drum Pedal w/ Adjustment Features & Interlocking Features	PCT/US14/57383	September 25, 2014	PENDING	PCT	
DW	PENDING	Drum Pedal w/ Adjustment Features & Interlocking Features	Applic.No. 103133197	September 25, 2014	PENDING	TAIWAN	RICH SIKRA
DW	PENDING	Cymbal Holder w/ Slotted threads & Plunger			PENDING		RICH SIKRA
DW	PENDING	Cymbal Holder w/ Slotted threads & Plunger	61/886,505	October 3, 2013	PENDING	USA	RICH SIKRA
DW	PENDING	Cymbal Holder w/ Slotted threads & Plunger	PCT/US14/59155	October 3, 2014	PENDING	WORLDWIDE PCT	RICH SIKRA

In addition to the above, see attached for existing and pending patents acquired from KMC Music, Inc.

	B	E	F	H	I	J	K
1	Country	Status	Application Number	Patent Number	Issue Date	Expiration Date	Assignee (Inv)
2	USA	PENDING	<del>14/332,223</del> 14/332,233				KMC MUSIC, INC.
3	USA	PENDING	14/109915				KMC MUSIC, INC.
4	USA	PENDING	14/351793				KMC MUSIC, INC.
5	USA	PENDING	14/024485				KMC MUSIC, INC.
6	USA	PENDING	14/523470				KMC MUSIC, INC.
7	USA	PENDING	14/523511				KMC MUSIC, INC.
8	USA	PENDING	29/472209 29/473,209				KMC MUSIC, INC.
9	USA	PENDING	14/523596				KMC MUSIC, INC.
10	USA	PENDING	62/041625				KMC MUSIC, INC.
11	USA	PENDING	62/086701				KMC MUSIC, INC.
12	USA	PENDING	62/086705				KMC MUSIC, INC.
13	EUROPE	PENDING	11708651.2				KMC MUSIC INC
14	EUROPE	PENDING	11705059.1				KMC MUSIC, INC.

	B	E	F	H	I	J	K	M
15	EUROPE	PENDING	11705060.9				KMC MUSIC, INC.	ONE HANDED MUSICAL TRIANGLE
16	EUROPE	PENDING	10819587.6				KMC MUSIC, INC.	ADJUSTABLE WING NUT-LESS CYMBAL MOUNT
17	EUROPE	PENDING	11873542.2				KMC MUSIC, INC.	DETACHABLE SHAKER
18		PENDING	PCT/US2012/50013				KMC MUSIC, INC.	JINGLE SHAKER
19		PENDING	PCT/US2014/26029				KMC MUSIC, INC.	MUTABLE HI-HAT TAMBOURINE
20		PENDING	PCT/US2014/55232				KMC MUSIC, INC.	ADJUSTABLE CAJON INSTRUMENT
21		PENDING	PCT/US2014/62263				KMC MUSIC, INC.	EYEBOLT BRACKET DEVICE
22		PENDING	PCT/US2014/62268				KMC MUSIC, INC.	SNARE CAJON INSTRUMENT
23		PENDING	PCT/US2014/62290				KMC MUSIC, INC.	INSTRUMENT MOUNTING ASSEMBLY
24	USA	GRANTED	07/370164	4898061	6-Feb-90		KMC MUSIC INC	BLOCK-TYPE PERCUSSION INSTRUMENT
25	GERMANY	GRANTED	P3932613.6	P3932613.6	14-Jul-94	29-Sep-09	KMC MUSIC INC	BLOCK-TYPE PERCUSSION INSTRUMENT
26	USA	GRANTED	07/438664	4981065	1-Jan-91	17-Nov-09	KMC MUSIC INC	COWBELL WITH STRIKING RIDGE (RIDGE RIDER BELL)
27	EUROPE	GRANTED	90121984.0	0429023	15-Feb-95	16-Nov-10	KMC MUSIC INC	COWBELL WITH STRIKING RIDGE (RIDGE RIDER BELL)
28	GERMANY	GRANTED	90121984.0	0429023	15-Feb-95	16-Nov-10	KMC MUSIC INC	COWBELL WITH STRIKING RIDGE (RIDGE RIDER BELL)
29	GERMANY	GRANTED	M9106812.6	M9106812.6	26-Nov-91	23-Sep-16	KMC MUSIC INC	TAMBOURINE (CYCLOPS)

	B	E	F	H	I	J	K	M
30	JAPAN	GRANTED	28800/91	898832	24-Feb-94	24-Feb-09	KMC MUSIC INC	TAMBOURINE (CYCLOPS)
31	USA	GRANTED	08/184288	5417136	23-May-95	21-Jan-14	KMC MUSIC INC	CONGA RIM
32	GERMANY	GRANTED	P4443604.1	P4443604.1	29-Apr-04	7-Dec-14	KMC MUSIC INC	CONGA RIM
33	USA	GRANTED	08/504904	5797569	25-Aug-98	20-Jul-15	KMC MUSIC INC	APPARATUS FOR CLAMPING A MUSICAL INSTRUMENT
34	GERMANY	GRANTED	19629025.2	P19629025.2	23-Mar-06	18-Jul-16	KMC MUSIC INC	APPARATUS FOR CLAMPING A MUSICAL INSTRUMENT
35	USA	GRANTED	08/908219	5936175	10-Aug-99	7-Aug-17	KMC MUSIC INC	INTEGRAL DRUM HEAD
36	JAPAN	GRANTED	78784/1997	1061198	29-Oct-99	29-Oct-14	KMC MUSIC INC	BLOCK PERCUSSION INSTRUMENT
37	EUROPE	GRANTED	98930197.3	0988629	24-Aug-05	12-Jun-18	KMC MUSIC INC	BLOCK PERCUSSION INSTRUMENT
38	GERMANY	GRANTED	98930197.3	0988629	24-Aug-05	12-Jun-18	KMC MUSIC INC	BLOCK PERCUSSION INSTRUMENT
39	JAPAN	GRANTED	503289/1999	3980076	6-Jul-07	12-Jun-18	KMC MUSIC INC	BLOCK PERCUSSION INSTRUMENT
40	USA	GRANTED	09/096879	6020546	1-Feb-00	12-Jun-18	KMC MUSIC INC	BLOCK PERCUSSION INSTRUMENT
41	EUROPE	GRANTED	98937255.2	1002310	26-Oct-05	29-Jul-18	KMC MUSIC INC	INTEGRAL DRUM HEAD
42	FRANCE	GRANTED	98937255.2	1002310	26-Oct-05	29-Jul-18	KMC MUSIC INC	INTEGRAL DRUM HEAD
43	GERMANY	GRANTED	98937255.2	1002310	26-Oct-05	29-Jul-18	KMC MUSIC INC	INTEGRAL DRUM HEAD
44	JAPAN UNITED	GRANTED	2000-506644	3827945	14-Jul-06	29-Jul-18	KMC MUSIC INC	INTEGRAL DRUM HEAD
45	KINGDOM	GRANTED	98937255.2	1002310	26-Oct-05	29-Jul-18	KMC MUSIC INC	INTEGRAL DRUM HEAD
46	USA	GRANTED	09/237270	6018116	25-Jan-00	25-Jan-19	KMC MUSIC INC	CONGA SHELL PROTECTOR



	B	E	F	H	I	J	K	M
47	USA	GRANTED	09/237645	6091009	18-Jul-00	26-Jan-19	KMC MUSIC INC	MUSICAL PERCUSSION INSTRUMENT
48	USA	GRANTED	09/237688	6091011	18-Jul-00	26-Jan-19	KMC MUSIC INC	MULTIPLE MUSICAL INSTRUMENT HOLDER
49	EUROPE	GRANTED	00901393.9	1155398	2-Aug-06	5-Jan-20	KMC MUSIC INC	CONGA SHELL PROTECTOR
50	GERMANY	GRANTED	00901393.9	60029755.1	2-Aug-06	5-Jan-20	KMC MUSIC INC	CONGA SHELL PROTECTOR
51	JAPAN	GRANTED	2000-595329	4502514	30-Apr-10	5-Jan-20	KMC MUSIC INC	CONGA SHELL PROTECTOR
52	EUROPE	GRANTED	00904535.2	1155401	3-May-06	24-Jan-20	KMC MUSIC INC	MUSICAL PERCUSSION INSTRUMENT
53	GERMANY	GRANTED	00904535.2	1155401	3-May-06	24-Jan-20	KMC MUSIC INC	MUSICAL PERCUSSION INSTRUMENT
54	EUROPE	GRANTED	00904515.4	1155400	3-Jan-07	24-Jan-20	KMC MUSIC INC	MULTIPLE MUSICAL INSTRUMENT HOLDER
55	GERMANY	GRANTED	00904515.4	1155400	3-Jan-07	24-Jan-20	KMC MUSIC INC	MULTIPLE MUSICAL INSTRUMENT HOLDER
56	USA	GRANTED	09/679152	6392129	21-May-02	5-Oct-20	KMC MUSIC INC	MUSICAL INSTRUMENT AND METHOD OF MAKING SAME
57	USA	GRANTED	29/135613	D456442	30-Apr-02	30-Apr-16	KMC MUSIC INC	MUSICAL INSTRUMENT (PLASTIC AGOGO) // HANDLE FOR A MUSICAL INSTRUMENT (DESIGN TITLE)
58	USA	GRANTED	09/765724	6365810	2-Apr-02	17-Jan-21	KMC MUSIC INC	SHAKER INSTRUMENT

	B	E	F	H	I	J	K	M
59	USA	GRANTED	09/764482	6489546	3-Dec-02	17-Jan-21	KMC MUSIC INC	MUSICAL INSTRUMENT AND METHOD OF MAKING SAME
60	USA	GRANTED	10/050674	6555736	29-Apr-03	16-Jan-22	KMC MUSIC INC	RHYTHM SHAKER
61	USA	GRANTED	10/638122	7074996	11-Jul-06	8-Aug-23	KMC MUSIC INC	DRUM HEAD ASSEMBLY AND METHOD OF TENSIONING A DRUM HEAD
62	USA	GRANTED	12/013661	7750219	6-Jul-10	14-Jan-28	KMC MUSIC INC	FOLDING BAR CHIMES
63	USA	GRANTED	13/041,048	8779263	15-Jul-14	4-Mar-31	KMC MUSIC, INC.	CHANNELED SHAKER
64	USA	GRANTED	12/687765	8609967	17-Dec-13	14-Jan-30	KMC MUSIC, INC.	TOP TUNING SYSTEM FOR HAND PERCUSSION INSTRUMENT
65	USA	GRANTED	12/687780	8101841	24-Jan-12	14-Jan-30	KMC MUSIC, INC.	ONE HANDED MUSICAL TRIANGLE
66	USA	GRANTED	12/687799	7964781	21-Jun-11	14-Jan-30	KMC MUSIC, INC.	ROTATING MULTI-STEM INSTRUMENT BRACKET
67	USA	GRANTED	12/890293	8237039	7-Aug-12	24-Sep-30	KMC MUSIC, INC.	ADJUSTABLE WING NUT-LESS CYMBAL MOUNT
68	USA	GRANTED	13/272,087	8558097	15-Oct-13	12-Oct-11	KMC MUSIC, INC.	DETACHABLE SHAKER
69	USA	GRANTED	13/570097	8716582	6-May-14	8-Aug-32	KMC MUSIC, INC.	JINGLE SHAKER
70	USA	GRANTED	13/844045	8912417	16-Dec-14	15-Mar-33	KMC MUSIC, INC.	MUTABLE HI-HAT TAMBOURINE
71	USA	GRANTED	10/909542	7183473	27-Feb-07	8/2/2024		Ergonomic stringed instrument and ergonomic roundback guitar

	B	E	F	H	I	J	K	M
72	Europe	GRANTED	4779144.7	1649447	2/9/2011	7/27/2024		Ergonomic stringed instrument and ergonomic roundback guitar
73	China	GRANTED	2.0048E+11	2.0048E+11	9/23/2009	7/27/2024		Ergonomic stringed instrument and ergonomic roundback guitar
74	GERMANY	GRANTED	4779144.7	1649447	2/9/2011	7/27/2024		Ergonomic stringed instrument and ergonomic roundback guitar
75	UNITED KINGDOM	GRANTED	4779144.7	1649447	2/9/2011	7/27/2024		Ergonomic stringed instrument and ergonomic roundback guitar
76	GERMANY	EXPIRED	19823210257	3210257	2-Jan-92	20-Mar-02		INSTRUMENT ACCESSORY CLAMPING DEVICE
77	JAPAN	EXPIRED	57-048780	1575716	30-Oct-82	25-Mar-02		THE CLAW
78	JAPAN	EXPIRED	255127/89	2885438	12-Feb-99	29-Sep-09	LATIN PERCUSSION INC	BLOCK-TYPE PERCUSSION INSTRUMENT
79	JAPAN	EXPIRED	311231/90	2804842	17-Jul-98	16-Nov-10	LATIN PERCUSSION INC	COWBELL WITH STRIKING RIDGE (RIDGE RIDER BELL)
80	USA	EXPIRED	07/641454	5040446	20-Aug-91	14-Jan-11	LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
81	USA	EXPIRED	60/050911				LATIN PERCUSSION INC	BLOCK PERCUSSION INSTRUMENT
82	USA	EXPIRED	60/401956				LATIN PERCUSSION INC	DRUM HEAD ASSEMBLY AND METHOD OF TENSIONING A DRUM HEAD

	B	E	F	H	I	J	K	M
83	USA	ABANDONED	06/250802	4466596	21-Aug-84			INSTRUMENT ACCESSORY CLAMPING DEVICE
84	USA	ABANDONED	07/325159					CASCADING FILL TYPE PERCUSSION INSTRUMENT
85	GERMANY	ABANDONED	M8902426.5	M8902426.5	29-Aug-89			PERCUSSION INSTRUMENT
86	JAPAN	ABANDONED	1137289	808440	16-Nov-90	16-Nov-05		PERCUSSION INSTRUMENT
87	TAIWAN	ABANDONED	79209061	73590	11-May-92		LATIN PERCUSSION INC	COWBELL WITH STRIKING RIDGE (RIDGE RIDER BELL)
88	FRANCE	ABANDONED	90121984.0	0429023	15-Feb-95	16-Nov-10	LATIN PERCUSSION INC	COWBELL WITH STRIKING RIDGE (RIDGE RIDER BELL)
89	UNITED KINGDOM	ABANDONED	90121984.0	0429023	15-Feb-95	16-Nov-10	LATIN PERCUSSION INC	COWBELL WITH STRIKING RIDGE (RIDGE RIDER BELL)
90	TAIWAN	ABANDONED	80207347	71814	16-Jun-92		LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
91	TAIWAN	ABANDONED	80304122	ND32433	7-Aug-92	11-Apr-97		TAMBOURINE (CYCLOPS)
92	AUSTRALIA	ABANDONED	64786691739/	647866	18-Dec-91	18-Dec-11	LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
93	HUNGARY	ABANDONED	9202789				LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
94	ITALY	ABANDONED	27973BE/97	0520063	23-Jul-97	18-Dec-11	LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
95	JAPAN	ABANDONED	4-503830	02080238	9-Aug-96	18-Dec-11	LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
96	RUSSIAN FEDERAT	ABANDONED	PCT/US91/0960				LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)

	B	E	F	H	I	J	K	M
97	SPAIN	ABANDONED	92903852.9	ES2104894	16-Oct-97		LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
98	NETHERLAND S	ABANDONED	92903852.9	520063				TAMBOURINE (CYCLOPS)
99	CHINA	ABANDONED	92100235.1	92100235.1	13-Jan-92		LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
100	MEXICO	ABANDONED	9200123	175113	2-Jul-94		LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
101	EUROPE	ABANDONED	92903852.9	520063	23-Jul-97	19-Aug-12	LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
102	USA	ABANDONED	08/012597	5272951	28-Dec-93			TUBE SHEKERE
103	JAPAN	ABANDONED	5-334127					TUBE SHEKERE
104	GERMANY	ABANDONED	P4401627.1	4401627	28-Nov-02		RATEIN PAAKATSUSHIYO; LATIN PERCUSSION INC	TUBE SHEKERE
105	JAPAN	ABANDONED	06-314796					CONGA RIM
106	JAPAN	ABANDONED	189298/96			18-Jul-16	LATIN PERCUSSION INC	APPARATUS FOR CLAMPING A MUSICAL INSTRUMENT
107	THAILAND	ABANDONED	032436				LATIN PERCUSSION INC	APPARATUS FOR CLAMPING A MUSICAL INSTRUMENT
108	TAIWAN	ABANDONED	85108821	NI-093592	11-Apr-98		LATIN PERCUSSION INC	APPARATUS FOR CLAMPING A MUSICAL INSTRUMENT
109	USA	ABANDONED	08/769714	5810224	22-Sep-98	18-Dec-16	LATIN PERCUSSION INC	MARCHING RACK FOR PERCUSSION INSTRUMENTS

	B	E	F	H	I	J	K	M
110	GERMANY	ABANDONED	69126968.8-08	520063			LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
111	GERMANY	ABANDONED	M9711699.8	M9711699.8	2-Jun-98	18-Dec-22	LATIN PERCUSSION INC	BLOCK PERCUSSION INSTRUMENT
112	AUSTRALIA	ABANDONED	79649/98	732899	16-Aug-01		LATIN PERCUSSION INC	BLOCK PERCUSSION INSTRUMENT
113	CANADA	ABANDONED	2293385			12-Jun-18	LATIN PERCUSSION INC	BLOCK PERCUSSION INSTRUMENT
114	FRANCE	ABANDONED	98930197.3	0988629	24-Aug-05	12-Jun-18	LATIN PERCUSSION INC	BLOCK PERCUSSION INSTRUMENT
115	NETHERLAND S	ABANDONED	98930197.3	0988629	24-Aug-05	12-Jun-18	LATIN PERCUSSION INC	BLOCK PERCUSSION INSTRUMENT
116	CANADA	ABANDONED	2299318			29-Jul-18	LATIN PERCUSSION INC	INTEGRAL DRUM HEAD
117	UNITED KINGDOM	ABANDONED	2084444	2084444	26-Jan-99		LATIN PERCUSSION INC	MUSICAL INSTRUMENT (PLASTIC AGOGO) // HANDLE FOR A MUSICAL INSTRUMENT (DESIGN TITLE)
118	GERMANY	ABANDONED	49906391.0	49906391.0	14-Dec-99		LATIN PERCUSSION INC	MUSICAL INSTRUMENT (PLASTIC AGOGO) // HANDLE FOR A MUSICAL INSTRUMENT (DESIGN TITLE)
119	JAPAN	ABANDONED	19696/1999	1114416	11-May-01	11-May-16	LATIN PERCUSSION INC	MUSICAL INSTRUMENT (PLASTIC AGOGO) // HANDLE FOR A MUSICAL INSTRUMENT (DESIGN TITLE)

	B	E	F	H	I	J	K	M
120	TAIWAN	ABANDONED	88304897	ND-075256	11-Dec-01	13-Aug-11	LATIN PERCUSSION INC	MUSICAL INSTRUMENT (PLASTIC AGOGO) // HANDLE FOR A MUSICAL INSTRUMENT (DESIGN TITLE)
121	BRAZIL	ABANDONED	PI0007693-7				LATIN PERCUSSION INC	CONGA SHELL PROTECTOR
122	FRANCE	ABANDONED	00901393.9	1155398	2-Aug-06	5-Jan-20	LATIN PERCUSSION INC	CONGA SHELL PROTECTOR
123	BRAZIL	ABANDONED	PI0007694-5				LATIN PERCUSSION INC	MUSICAL PERCUSSION INSTRUMENT
124	JAPAN	ABANDONED	2000-595332			24-Jan-20	LATIN PERCUSSION INC	MUSICAL PERCUSSION INSTRUMENT
125	BRAZIL	ABANDONED	PI0007757-7				LATIN PERCUSSION INC	MULTIPLE MUSICAL INSTRUMENT HOLDER
126	JAPAN	ABANDONED	2000-595330			24-Jan-20	LATIN PERCUSSION INC	MULTIPLE MUSICAL INSTRUMENT HOLDER
127	EUROPE	ABANDONED	01949058.0			12-Jan-21	LATIN PERCUSSION INC	[PLASTIC CLAVE] MUSICAL INSTRUMENT
128	USA	ABANDONED	09/496779	6271449	7-Aug-01	3-Feb-20	LATIN PERCUSSION INC	[PLASTIC CLAVE] MUSICAL INSTRUMENT
129	AUSTRALIA	ABANDONED	2001229414			12-Jan-21	LATIN PERCUSSION INC	[PLASTIC CLAVE] MUSICAL INSTRUMENT
130	USA	ABANDONED	09/764322	6362406	26-Mar-02	17-Jan-21	LATIN PERCUSSION INC	SHAKEN IDIOPHONE (TAMB SHAKER)
131	THAILAND	ABANDONED	063325			30-Jan-21	LATIN PERCUSSION INC	[PLASTIC CLAVE] MUSICAL INSTRUMENT

	B	E	F	H	I	J	K	M
132	TAIWAN	ABANDONED	90101925	194635	11-Jan-04		LATIN PERCUSSION INC	[PLASTIC CLAVE] MUSICAL INSTRUMENT
133	BRAZIL	ABANDONED	D16101506-7	D16101506-7	27-Aug-02	16-Jul-26		SHAKEN IDIOPHONE
134	NETHERLAND S	ABANDONED	78534-00	33984-00	22-Jul-02			SHAKEN IDIOPHONE
135	ITALY	ABANDONED	T020010000200			16-Jul-26		SHAKEN IDIOPHONE
136	SPAIN	ABANDONED	151838	151838	26-Aug-02	26-Aug-22		SHAKEN IDIOPHONE
137	FRANCE	ABANDONED	014217					SHAKEN IDIOPHONE
138	GERMANY	ABANDONED	40106503.0	40106503.0	22-Nov-01	17-Jul-26		SHAKEN IDIOPHONE
139	JAPAN	ABANDONED	2001-20850	1160658	25-Oct-02	25-Oct-17		SHAKEN IDIOPHONE
140	TAIWAN	ABANDONED	90304691	083072	21-May-03			SHAKEN IDIOPHONE
141	UNITED KINGDOM	ABANDONED	2103253	2103253	17-Jul-01	17-Jul-26		SHAKEN IDIOPHONE
142	EUROPE	ABANDONED	01977526.1			5-Oct-21	LATIN PERCUSSION INC	MUSICAL INSTRUMENT AND METHOD OF MAKING SAME



	B	E	F	H	I	J	K	M
143	CANADA	ABANDONED	2425110			5-Oct-21	LATIN PERCUSSION INC	MUSICAL INSTRUMENT AND METHOD OF MAKING SAME
144	JAPAN	ABANDONED	2002-533272			5-Oct-21	LATIN PERCUSSION INC	MUSICAL INSTRUMENT AND METHOD OF MAKING SAME
145	TAIWAN	ABANDONED	90124711			5-Oct-21	LATIN PERCUSSION INC	MUSICAL INSTRUMENT AND METHOD OF MAKING SAME
146	EUROPE	ABANDONED	02720762.0			9-Jan-22	LATIN PERCUSSION INC	SHAKER INSTRUMENT
147	AUSTRALIA	ABANDONED	2002251738			9-Jan-22	LATIN PERCUSSION INC	SHAKER INSTRUMENT
148	CANADA	ABANDONED	2434912			9-Jan-22	LATIN PERCUSSION INC	SHAKER INSTRUMENT
149	JAPAN	ABANDONED	2002-558253			9-Jan-22	LATIN PERCUSSION INC	SHAKER INSTRUMENT
150	EUROPE	ABANDONED	02703075.8			9-Jan-22	LATIN PERCUSSION INC	MUSICAL INSTRUMENT AND METHOD OF MAKING SAME
151	JAPAN	ABANDONED	2002-558254			9-Jan-22	LATIN PERCUSSION INC	MUSICAL INSTRUMENT AND METHOD OF MAKING SAME
152	TAIWAN	ABANDONED	91100317	9110317	20-Apr-04		LATIN PERCUSSION INC	MUSICAL INSTRUMENT AND METHOD OF MAKING SAME
153	TAIWAN	ABANDONED	91100318			11-Jan-22	LATIN PERCUSSION INC	SHAKER INSTRUMENT
154	BRAZIL	ABANDONED	PI0200109-8				LATIN PERCUSSION INC	SHAKEN IDIOPHONE (TAMB SHAKER)

	B	E	F	H	I	J	K	M
155	JAPAN	ABANDONED	2002-7066			16-Jan-22	LATIN PERCUSSION INC	SHAKEN IDIOPHONE (TAMB SHAKER)
156	EUROPE	ABANDONED	02001238.1			17-Jan-22	LATIN PERCUSSION INC	SHAKEN IDIOPHONE (TAMB SHAKER)
157	CHINA	ABANDONED	02101760.3			17-Jan-22	LATIN PERCUSSION INC	SHAKEN IDIOPHONE (TAMB SHAKER)
158	TAIWAN	ABANDONED	91100687	185003	6-Jan-04	17-Jan-22	LATIN PERCUSSION INC	SHAKEN IDIOPHONE (TAMB SHAKER)
159	HONG KONG	ABANDONED	02101796.2				LATIN PERCUSSION INC	CONGA SHELL PROTECTOR
160	HONG KONG	ABANDONED	02101795.3				LATIN PERCUSSION INC	MUSICAL PERCUSSION INSTRUMENT
161	HONG KONG	ABANDONED	02101797.1			24-Jan-20	LATIN PERCUSSION INC	MULTIPLE MUSICAL INSTRUMENT HOLDER
162	TAIWAN	ABANDONED	92100692			14-Jan-23	LATIN PERCUSSION INC	RHYTHM SHAKER
163	AUSTRALIA	ABANDONED	2003259686			8-Aug-23	LATIN PERCUSSION INC	DRUM HEAD ASSEMBLY AND METHOD OF TENSIONING A DRUM HEAD
164	CANADA	ABANDONED	2494666			8-Aug-23	LATIN PERCUSSION INC	DRUM HEAD ASSEMBLY AND METHOD OF TENSIONING A DRUM HEAD
165	GERMANY	ABANDONED	10393004.3			8-Aug-23	LATIN PERCUSSION INC	DRUM HEAD ASSEMBLY AND METHOD OF TENSIONING A DRUM HEAD
166	JAPAN	ABANDONED	2004-527868			8-Aug-23	LATIN PERCUSSION INC	DRUM HEAD ASSEMBLY AND METHOD OF TENSIONING A DRUM HEAD

	B	E	F	H	I	J	K	M
167	UNITED KINGDOM	ABANDONED	0502505.1	2407200	1-Feb-06	8-Aug-23	LATIN PERCUSSION INC	DRUM HEAD ASSEMBLY AND METHOD OF TENSIONING A DRUM HEAD
168	FRANCE	ABANDONED	92903852.9				LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
169	UNITED KINGDOM	ABANDONED	0520063				LATIN PERCUSSION INC	TAMBOURINE (CYCLOPS)
170	USA	ABANDONED						IMPROVED BARREL EDGE FOR WOODEN DRUM
171	NETHERLAND S	ABANDONED	8200867	193841	4-Dec-00			INSTRUMENT ACCESSORY CLAMPING DEVICE
172	USA	ABANDONED						CONGA BOTTOM RING
173	USA	ABANDONED						PLASTIC AGOGO
174	USA	ABANDONED						CLAW 2 (360 DEGREE CLAMP)
175	USA	ABANDONED						IMPROVED EGG-SHAPED SHAKER AND METHOD OF MAKING SAME

SCHEDULE 3

Pledged Securities

Name of Issuer	Name of Grantor	Certificate Number	Number of Shares	Percentage of Total Equity Interests

Pledged Debt

Grantor	Issuer	Original Principal Amount	Outstanding Principal Balance	Issue Date	Maturity Date

**REDACTED**

SCHEDULE 4

Existing and Pending Copyrights

See attached for existing and pending copyrights acquired from KMC Music, Inc.

COPYRIGHTS

Jurisdiction	Title	Reg. No.	Reg. Date	Record Owner	Status
Indonesia	Bowl Shape	13208	2/17/1995	Kaman Music Corporation	Registered
Indonesia	Shape of Guitar Peghead	13210	2/17/1995	Kaman Music Corporation	Registered
Indonesia	Sound hole Epitilet for Guitar	13211	2/17/1995	Kaman Music Corporation	Registered
Indonesia	Sound hole Rosettes for Guitar	13212	2/17/1995	Kaman Music Corporation	Registered
United States	Ovation Presents the Third Generation of Amplifiers	A 87702	8/18/1969	Ovation Instruments, Inc. <i>Current owner is Kaman Music Corp.</i>	Registered
United States	Ovation Presents the Third Generation of Amplifiers	A 63763	3/18/1969	Ovation Instruments, Inc. <i>Current owner is Kaman Music Corp.</i>	Registered
United States	Ovation Products Mid-year Supplement Catalog 69-1	A 65318	4/30/1969	Ovation Instruments, Inc. <i>Current owner is Kaman Music Corp.</i>	Registered

SCHEDULE 5

Commercial Tort Claims

None.

## SCHEDULE 6

### Licenses and Other Intellectual Property

#### **Borrower License Agreements**

1. Royalty Agreement dated January 23, 2014 between Borrower and Peter Erskine.
2. License Agreement dated January 1, 2007 between Borrower and Scott F. Crago.
3. Royalty Agreement dated April 10, 2009 between Borrower and Don Frank.
4. License Agreement dated November 1, 2013 between Borrower and Nick Mason.
5. License Agreement dated January 22, 2014 between Borrower and Roger Taylor.
6. License Agreement dated May 24, 2013 between Borrower and Jeffrey Voorhees.
7. License Agreement dated February 8, 2001 between Borrower and Todd Michael Kassabian, as amended by the First Amendment on April 26, 2011 and the Second Amendment dated August 21, 2014.
8. License Agreement dated July 1, 2012 between Borrower and Nicholas R. Burns.
9. License Agreement dated October 1, 2007 between Borrower and Pratt Music Inc. f/s/o Neil Peart c/o SRO Management Inc.
10. License Agreement dated February 12, 2008 between Borrower and Michael Packer.
11. License Agreement dated July 13, 2002 between Borrower and Lucas Jacobson.
12. License Agreement dated December 1, 2000 between Borrower and Lucas Jacobson.
13. License Agreement, dated January 19, 2012 between Borrower and Mike Johnston.
14. License Agreement, dated January 23, 2013 between Borrower and Planron LLC.
15. License Agreement, dated January 23, 2013 between Borrower and David A. Gaynier.
16. Royalty Agreement, dated October 29, 2003 between Borrower and J.T. Whitney.
17. Royalty Agreement, dated January 1, 2007 between Borrower and Steve Smith.
18. License Agreement, dated July 1, 2005 between Borrower, Randall L. May and Randall May International Inc.
19. License Agreement, dated November 15, 2011 between Borrower, Randall L. May and Randall May International Inc.
20. Royalty Agreement, dated January 1, 2007 between Borrower and Peter Erskine.
21. Patent License Agreement, dated September 7, 2001 between Borrower and Kevin Woodhouse.
22. Patent License Agreement, dated April 10, 2003 between Borrower and Robert Gatzen, as amended on November 17, 2014.
23. Patent License Agreement, dated November 18, 2002 between Borrower and Robert Gatzen, as amended on April 1, 2008.

#### **KMC – License Agreements**

1. License Agreement- Concept Product dated December 20, 2013 by and between KMC Music, Inc. and Josh Trask.
2. Joint Relationship letter dated January 31, 1994 by and between Kaman Music Corporation and Roland Corporation U.S.
3. Consulting and Development Agreement dated July 10, 2012, between Alternate Mode, Inc., and KMC Music, Inc., for KAT branded electronic percussion products.
4. License Agreement dated May 30, 2000, as amended, by and between Fred W. Gretsch Enterprises, Ltd., and Kaman Music Corporation, for musical percussion products.



5. License Agreement – Concept Product dated October 10, 2008, by and between Rafael “Tito” Degracia and Latin Percussion, a division of Kaman Music Corporation, for a set of two metal timbale drums on a stand.
6. License Agreement – Concept Product dated October 10, 2008, by and between Jose “Joe” Madera and Latin Percussion, a division of Kaman Music Corporation, for Jose “Joe” Madera Legends Series Congas.
7. License Agreement – Concept Product dated September 25, 2009, by and between Kevin Ricard and Latin Percussion, a division of Kaman Music Corporation, for a Signature Cajon by Mario Cortes.
8. License Agreement – Concept Product, Laptop Conga dated December 22, 2010, by and between Valter Kinbom and Latin Percussion, a division of KMC Music, Inc., for a Laptop Conga.
9. License Agreement – Hydraulic Stand dated February 17, 2012, by and between Randall May International, Inc., and Latin Percussion, a division of KMC Music, Inc., for a hydraulic stand for use with percussion instruments, known as the AIRliff™.
10. Agreement dated March 4, 2009, by and between Latin Percussion Division of KMC Music, Inc., and Bomba Records, Inc., for distribution of records (CD and LP formats) in the territory of Japan, with respect to Master Recordings.
11. License Agreement – Concept Product dated March 1, 2009, by and between Nick Mason and Latin Percussion, a division of KMC Music, Inc., for cowbells, jingle rigs and mounting brackets.
12. License Agreement dated October 31, 1992, by and between Kaman Music Corporation and Moridaira Musican Inst. Co., Ltd., for a design of a guitar bowl (“Roundback Shape”).
13. License Agreement dated April 28, 2008, by and between Sergio George and Latin Percussion, a division of Kaman Music Corporation, for cowbells.
14. Agreement dated August 10, 2007, by and between Emedin Rivera and Latin Percussion, a division of Kaman Music Corporation, for sphere-shaped shakers.
15. Disclosure Submission Agreement dated February 24, 2009, by and between Dan France and Latin Percussion, a division of KMC Music Corporation, for a cowbell.
16. Exclusive Worldwide License Agreement dated June 17, 1997, by and between Udu, Inc., and Latin Percussion, Inc., d/b/a LP Music Group, for clay drums.
17. Trademark License Agreement, dated June 1, 2004, between Kaman Music Corporation and Remo, Inc.

#### **KMC – Endorsement/Royalty Agreements**

1. Artist Endorsement Agreement dated October 17, 2013, by and between Latin Percussion, a division of KMC Music, Inc., and Everett Bradley, for congas, bongos, timbales, cowbells and other hand percussion instruments.
2. Outline of Terms for Mick Thomson Limited Edition Guitars dated September 13, 2007, from Rick Hall to Jaison John/Sanctuary Artist Management.
3. Artist Endorsement Agreement dated October 22, 2013, by and between Latin Percussion, a division of KMC Music, Inc., and Mikael Ringquist, for hand percussion items.
4. Artist Endorsement Agreement dated December 9, 2013, by and between Latin Percussion, a division of KMC Music, Inc., and Oreste O. Abrantes, Jr., for congas, timbales and bongos.

5. Memo to Kaman Music from Gretsch dated February 2, 2007, re: Stephen Ferrone Royalty Agreement, which is verbal, not in writing, for a signature drum series.
6. Amended and Restated Agreement dated December 11, 1992, by and between Latin Percussion, Inc., trading as LP Music Group, and Carlos Patato Valdes, for conga drums.
7. Memo to Kaman Music from Gretsch dated February 2, 2007, re: Vinnie Colaiuta Royalty Agreement, which is verbal, not in writing, for a signature drum series.
8. Artist Endorsement Agreement dated July 10, 2013, by and between Latin Percussion, a division of KMC Music, Inc., and Bernard Fowler, for tambourines, maraca, and congas.
9. Artist Endorsement Agreement dated July 30, 2013, by and between Latin Percussion, a division of KMC Music, Inc., and Chris Phillips, for a drum set/percussion.
10. Artist Endorsement Agreement dated August 13, 2013, by and between Latin Percussion, a division of KMC Music, Inc., and Daniel Platzman, for a drumset.
11. Artist Endorsement Agreement dated August 8, 2013, by and between Latin Percussion, a division of KMC Music, Inc., and Daniel Tatita Marquez (IN SPANISH).
12. Artist Endorsement – Clinic Agreement dated January 1, 2011, by and between Latin Percussion, a division of KMC Music, Inc., and Karl Perazzo, for timbales.
13. Artist Royalty Agreement dated February 7, 2007, by and between Armando Peraza and Latin Percussion, a division of Kaman Music Corp., for conga and bongo drums only.
14. Artist Endorsement Agreement dated April 15, 2013, by and between Latin Percussion, a division of KMC Music, Inc., and Jimmy Biala, for a Brazilian and Cuban percussion.
15. Artist Endorsement Agreement dated April 11, 2012, by and between Latin Percussion, a division of KMC Music, Inc., and Arejay Hale, for drums, vocals.
16. Artist Endorsement Agreement dated March 26, 2013, by and between Latin Percussion, a division of KMC Music, Inc., and Jose Montana, for a conga, cajon, and timbales.
17. Artist Endorsement – Clinic Agreement dated January 1, 2011, by and between Latin Percussion, a division of KMC Music, Inc., and Raul Rekow, for congas.
18. Amended and Restated Artist Endorsement and Royalty Agreement dated December 6, 2001, by and between Latin Percussion, Inc., and Daniel de los Reyes, for a one shot shaker.
19. Latin Percussion, Inc. Artist Endorsement Agreement dated January 12, 1993, by and between Latin Percussion, Inc., and Kevin Ricard, for product manufactured by Company.
20. Latin Percussion, Inc. Artist Endorsement Agreement dated April 12, 1996, by and between Latin Percussion, Inc., and Kevin Ricard, for product manufactured by Company.
21. Latin Percussion, Inc. Artist Endorsement Agreement dated July 3, 2003, by and between Latin Percussion, Inc., and Kevin Ricard, for congas, bongos, timbales, and bata.
22. Work-For-Hire Agreement dated August 13, 2002, by and between Latin Percussion, Inc., and Johnny Rivero, for a musical production entitled The Montvale Rumba.
23. Artist Endorsement Agreement dated August 18, 2013, by and between Latin Percussion, Inc., a division of KMC Music, Inc., and Derrick “D\*LOC” Walker, for drums and percussion.
24. Artist Endorsement Agreement dated January 14, 2014, by and between Latin Percussion, Inc., a division of KMC Music, Inc., and Matthew Walker, for drums, congas, bongos and hand percussion.
25. Licensing and Endorsement Agreement dated March 26, 2006, between Latin Percussion, a division of Kaman Music Corporation, trading as Latin Percussion, and Mike Portnoy, for a drum kit add-on pack.

26. Licensing and Endorsement Agreement dated March 26, 2006, between Latin Percussion, a division of Kaman Music Corporation, trading as Latin Percussion, and Stephen Perkins, for a Go-Jo bag shakers.
27. Licensing and Endorsement Agreement dated March 26, 2006, between Latin Percussion, a division of Kaman Music Corporation, trading as Latin Percussion, and Joseph Klaparda, for a Go-Jo bag shakers.
28. 2010 Amendment to the Artist Endorsement Agreement Gajate Bracket dated December 21, 2009, by and between KMC Music, Inc., through its Latin Percussion division, and Richie Gajate-Garcia, for new LP product.
29. Artist Endorsement Agreement dated September 27, 1997, between Latin Percussion, Inc., trading as LP Music Group, and Richie Gajate-Garcia, for LP's lines of percussion instruments and related products.
30. Artist Endorsement Agreement dated May 20, 1999, between Latin Percussion, Inc., trading as LP Music Group, and Richie Gajate-Garcia, LP's lines of percussion instruments and related products.
31. Licensing and Endorsement Agreement dated January 1, 2008, between Latin Percussion, Inc., a division of Kaman Music Corporation, trading as Latin Percussion, and Antonio Sanchez, for a drum pack.
32. Licensing and Endorsement Agreement dated January 5, 2007, between Latin Percussion, Inc., a division of Kaman Music Corporation, trading as Latin Percussion, and Richard Gajate Garcia, for LP Accents Richie Gajate Garcia series congas and bongos.
33. Artist Endorsement Agreement dated April 16, 1996, as amended, between Latin Percussion and Giovanni Hidalgo.
34. Endorsement and License Agreement dated October 15, 1997 by and between Kaman Music Corporation and Mr. Al DiMeola
35. Endorsement and License Agreement dated May 2000 and as amended by and between Kaman Music Corporation and Sheila Escovedo
36. License Agreement dated November 1, 1998 by and between Latin Percussion Inc. dba LP Music Group, Inc. and River Colors a division of Guts and Grace Recording, Inc.

#### **KMC -- Recording Agreements**

1. Recording Artist Agreement dated June 5, 2002, by and between Latin Percussion, Inc., and Pedro Martinez, for personal services as a recording artist.
2. Recording Artist Agreement dated June 4, 2002, by and between Latin Percussion, Inc., and Luisito Quintero, for personal services as a recording artist.
3. Recording Artist Agreement dated May 23, 2002, by and between Latin Percussion, Inc., and Johnny Rivero, for personal services as a recording artist.
4. Recording Artist Agreement dated November 17, 2000, by and between Latin Percussion, Inc., and Carlos Valdez, for personal services as a recording artist.

#### **KMC -- Videotape Production**

1. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Orlando Vega) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
2. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Jose "Juicy" Jusino) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
3. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Chuckie Lopez) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
4. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Pedro Martinez) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
5. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Eddie Montalvo) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
6. Instructional Videotape Production Agreement dated February 22<sup>nd</sup>, 2005, by and between Latin Percussion, a division of Kaman Music Corp. (and Pablo Nunez). For a video tentatively entitled "The Rhythmic Construction of a Salsa Tune Volume 2".
7. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Johnny Rivero) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
8. First Amended and Restated Videotape Production Agreement dated May 15, 2014, by and between KMC Music, Inc., and Antoine Fadavi, a minor, for services as a performer using a KAT drum set.
9. Instructional Videotape Production Agreement dated April 4, 2006, between Latin Percussion, a division of Kaman Music Corp., and Panagiotis F. Andreou, for a video tentatively entitled "Introduction to Bata Drumming-The DVD".
10. Letter dated April 21, 2000, from LP Music Group to Mr. Wilson "Chembo" Corneil, regarding a conga/bongo instructional video shoot.
11. Instructional Videotape Production Agreement dated December 6, 2004, by and between Latin Percussion, a division of Kaman Corp. (and Wilson Corniel). For a video tentatively entitled "Introduction to Bongos Introduction to Timbales".
12. Instructional Videotape Production Agreement dated April 4, 2006, between Latin Percussion, a division of Kaman Music Corporation, and Marvin Diz, for a video tentatively entitled "Introduction to Bata Drumming-The DVD".
13. Instructional Videotape Production Agreement dated October 17, 2002, by and between Latin Percussion, Inc. (and Cassio Duarte). For a video tentatively entitled "Introduction to Brazilian Percussion".
14. Instructional Videotape Production Agreement dated December 6, 2004, by and between Latin Percussion, a division of Kaman Corp. (and Tony Escapa) unsigned. For a video tentatively entitled "Introduction to Bongos".
15. Instructional Videotape Production Agreement dated December 6, 2004, by and between Latin Percussion, a division of Kaman Corp. (and Tony Escapa). For a video tentatively entitled "Introduction to Timbales".

16. Letter dated March 3, 2002, from Latin Percussion, Inc., to Richard Gajate-Garcia, regarding a conga/bongo instructional video shoot.
17. Letter dated April 28, 1993, from Latin Percussion, Inc., to Richard Gajate-Garcia, regarding an instructional videotape tentatively entitled "Adventures in Rhythm: Accent on Bongo and Timbale, Vol. I, by Richie Gajate-Garcia".
18. Letter dated February 24, 1994, from Latin Percussion, Inc., to Jim Greiner, regarding an instructional videotape tentatively entitled "Drumming Circle Video".
19. Instructional Videotape Production Agreement dated May 5, 2008, by and between Latin Percussion, a division of KMC, and Enrique Haneine, for a video tentatively entitled "Bobby Sanabria Latin Drum Kit instructional".
20. Instructional Videotape Production Agreement dated May 5, 2008, by and between Latin Percussion, a division of KMC, and Alex Hernandez, for a video tentatively entitled "Bobby Sanabria Latin Drum Kit instructional".
21. Instructional Videotape Production Agreement dated April 4, 2006, between Latin Percussion, Inc., a division of Kaman Music Corporation, and Mauricio Herrera, for a video tentatively entitled "Introduction to Bata Drumming-The DVD".
22. Instructional Videotape Production Agreement dated October 21<sup>st</sup>, 2003, by and between Latin Percussion, Inc., and Bashiri Johnson, for a video tentatively entitled "The Rhythmic Construction of a Pop Song".
23. Instructional Videotape Production Agreement dated December 6, 2004, by and between Latin Percussion, a division of Kaman Corp. (and Pedro Martinez). For a video tentatively entitled "Introduction to Bongos".
24. Instructional Videotape Production Agreement dated April 4, 2006, between Latin Percussion, Inc., a division of Kaman Music Corporation, and Pedro Martinez, for a video tentatively entitled "Introduction to Bata Drumming-The DVD".
25. Instructional Videotape Production Agreement dated August 25, 2000, by and between Latin Percussion, Inc., and Pablo Chino Nu, for a video tentatively entitled "The Rhythmic Construction of a Salsa Tune".
26. Letter dated March 16, 1995, from Latin Percussion, Inc., to Karl Perazza, regarding an instructional videotape tentatively entitled "Percussion of the Santana Rhythm Section".
27. Letter dated March 16, 1995, from Latin Percussion, Inc., to Raul Rekow, regarding an instructional videotape tentatively entitled "Percussion of the Santana Rhythm Section".
28. Instructional Videotape Production Agreement dated December 6, 2004, by and between Latin Percussion, a division of Kaman Music Corp. (and Johnny Rivero). For a video tentatively entitled "Introduction to Timbales".
29. Instructional Videotape Production Agreement dated April 4, 2006, between Latin Percussion, Inc., a division of Kaman Music Corporation, and Vicente Rivero, for a video tentatively entitled "Introduction to Bata Drumming-The DVD".
30. Instructional Videotape Production Agreement dated December 6, 2004, by and between Latin Percussion, a division of Kaman Corp. (and Ricky Rodriguez). For a video tentatively entitled "Introduction to Bongos Introduction to Timbales".
31. Instructional Videotape Production Agreement dated April 4, 2006, between Latin Percussion, Inc., a division of Kaman Music Corporation, and Mike Rodriguez, for a video tentatively entitled "Introduction to Bata Drumming-The DVD".

32. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, between Latin Percussion, Inc. (and Harry Adorno) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
33. Letter dated February 23, 1994, from Latin Percussion, Inc., to Luis Conte, regarding an instructional videotape tentatively entitled "Behind the Scenes Studio Percussion, by Luis Conte".
34. Instructional Videotape Production Agreement dated February 22<sup>nd</sup>, 2005, by and between Latin Percussion, a division of Kaman Music Corp. (and George Delgado) unsigned. For a video tentatively entitled "The Rhythmic Construction of a Salsa Tune Volume 2".
35. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Tony Escapa) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
36. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Harry Adorno) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
37. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Jorge Gonzalez) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
38. Instructional Videotape Production Agreement dated February 22<sup>nd</sup>, 2005, by and between Latin Percussion, a division of Kaman Music Corp. (and George Gonzalez) unsigned. For a video tentatively entitled "The Rhythmic Construction of a Salsa Tune Volume 2".
39. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Eric Valez) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
40. Instructional Videotape Production Agreement dated March 25, 2008, by and between Latin Percussion, a division of Kaman Music Corporation, and Bobby Sanabria, for a video tentatively entitled "Bobby Sanabria's Latin Drumming: A Guide To Adding Afro-Cuban Rhythms To Your Drum Kit".
41. Instructional Videotape Production Agreement dated April 4, 2006, between Latin Percussion, Inc., a division of Kaman Music Corporation, and Yosvanny Terry, for a video tentatively entitled "Introduction to Bata Drumming-The DVD".
42. Instructional Videotape Production Agreement dated February 5, 2000, by and between Latin Percussion, Inc. (and Steve Thornton). For a video tentatively entitled "The Rhythmic Construction of World Music".
43. Instructional Videotape Production Agreement dated August 5, 2003, by and between Latin Percussion, Inc. (and Samuel Torres). For a video tentatively entitled "Drum Solos-The DVD".
44. Instructional Videotape Production Agreement dated April 4, 2006, between Latin Percussion, Inc., a division of Kaman Music Corporation, and Pablo Vergara, for a video tentatively entitled "Introduction to Bata Drumming-The DVD".
45. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Ernesto Simpson) unsigned. For a video tentatively entitled "Drum Solos-The DVD".
46. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Carlos Soto) unsigned. For a video tentatively entitled "Drum Solos-The DVD".

47. Drum Solo Instructional Video Production Agreement Featured Soloist dated June 26, 2003, by and between Latin Percussion, Inc. (and Orlando Vego) unsigned. For a video tentatively entitled "Drum Solos-The DVD".

**KMC – Exclusive Design and Marketing Agreements (“ED&MA’s”)**

1. ED&MA dated November 2011 by and between KMC Music Inc. through its Latin Percussion division and Briar Rose Inc. f/s/o Travis Barker.
2. ED&MA dated August 1, 2013, by and between KMC Music, Inc., and Stephen Ferrone, for a Gretsch brand snare drum.
3. ED&MA dated January 1, 2013, by and between KMC Music, Inc., and Taylor Hawkins, for a Gretsch brand metal snare.
4. ED&MA dated January 1, 2010, as amended, by and between KMC Music, Inc., and Katherine “Kaki” King, for a signature model guitar (Ovation).
5. ED&MA dated July 1, 2010, as amended, by and between KMC Music, Inc., through its Latin Percussion division, and Jose “Joe” Madera, for a timbale bell.
6. ED&MA Pandeiro dated December 31, 2010, by and between KMC Music, Inc., through its Latin Percussion division, and Stanton Moore, for a pandeiro.
7. ED&MA dated January 1, 2011, by and between KMC Music, Inc., and Mark Schulman, for a Gretsch brand maple snare.
8. ED&MA dated July 15, 2009, by and between KMC Music, Inc., and Jamal Mohamed, for a Doumbeck (Egyptian goblet drum).
9. ED&MA dated January 1, 2010, by and between KMC Music, Inc., and Stanton Moore, for a snare drum.
10. ED&MA dated January 20, 2014, by and between KMC Music, Inc., d/b/a Latin Percussion, and Kevin Ricard, for LP brand cajons.
11. ED&MA dated January 1, 2009, as amended, by and between KMC Music, Inc., and Pete Escovedo Sr., for timbales.
12. Exclusive Design, Marketing & License Agreement: Multi-Shaker dated September 21, 2010, as amended, by and between Jeff Sallee and Mark Schnose, and KMC Music, Inc. through its Latin Percussion division, for a channeled shaker.
13. Cooperation Agreement dated February 29, 2012, by and between Toning Beijing Culture and Development Co., Ltd., and KMC Music Incorporated, for a textbook entitled Latin Percussion Graded Examination Course.
14. ED&MA dated February 1, 2012, by and between KMC Music, Inc., and 400 Horses Music, Inc., for an Yngwie Malmsteen OVATION guitar.
15. ED&MA dated October 29, 2009, by and between KMC Music, Inc., and Michael Bruno a/k/a Kalani, for drums.
16. ED&MA dated July 15, 2009 by and between KMC Music, Inc. and Jamal Mohamed.
17. ED&MA dated June 30, 2014 by and between KMC Music, Inc. and Jennifer Lowe.

DOMAIN NAMES



Domain Name	Brand	Extension	Country	Registration D	Registry Expir
adamas.biz		biz	gTLD	15-Nov-2001	18-Nov-2015
adamas.info		info	gTLD	23-Aug-2001	23-Aug-2016
adamasguitars.biz		biz	gTLD	15-Nov-2001	18-Nov-2015
adamasguitars.co		co	COLOMBIA	21-Jul-2010	20-Jul-2015
adamasguitars.com		com	gTLD	25-Aug-1999	25-Aug-2016
adamasstrings.com		com	gTLD	15-Dec-1995	14-Dec-2015
bongos.com		com	gTLD	19-Sep-1996	31-Oct-2016
cajonthrone.com		com	gTLD	07-Jan-2013	07-Jan-2016
cbdrams.info		info	gTLD	16-Nov-2007	16-Nov-2016
cbdrams.net		net	gTLD	21-Oct-2002	21-Oct-2016
cbdrams.org		org	gTLD	21-Oct-2002	21-Oct-2016
cbpercussion.com		com	gTLD	23-Feb-2004	23-Feb-2016
communitydrumming.com		com	gTLD	12-Oct-2004	31-Oct-2016
dixondrumhardware.com		com	gTLD	25-Feb-2004	25-Feb-2016
enews-latinpercussion.com		com	gTLD	10-Aug-2005	31-Oct-2015
enews-tocapercussion.com		com	gTLD	22-Jul-2008	31-Oct-2016
gibraltardj.com		com	gTLD	31-Jul-2014	31-Jul-2016
gibraltarhardware-china.com		com	gTLD	26-Apr-2010	26-Apr-2015
gibraltarhardware.biz		biz	gTLD	14-Nov-2001	18-Nov-2015
gibraltarhardware.co		co	COLOMBIA	21-Jul-2010	20-Jul-2015
gibraltarhardware.com		com	gTLD	21-Mar-2000	21-Mar-2016
gibraltarhardware.com.br		com.br	BRAZIL	14-May-2009	14-May-2015
gibraltarstands.biz		biz	gTLD	14-Nov-2001	18-Nov-2015
gibraltarstands.com		com	gTLD	01-Sep-1998	31-Aug-2016
gretsch-china.com		com	gTLD	26-Apr-2010	26-Apr-2016
gretschdrum.biz		biz	gTLD	16-Nov-2007	15-Nov-2016
gretschdrums-china.com		com	gTLD	26-Apr-2010	26-Apr-2015
gretschdrums.biz		biz	gTLD	16-Nov-2007	15-Nov-2016
gretschdrums.ca		ca	CANADA	04-Apr-2007	04-Apr-2016
gretschdrums.co		co	COLOMBIA	21-Jul-2010	20-Jul-2015
gretschdrums.co.uk		co.uk	UNITED KINGDOM	01-Jul-2009	01-Jul-2015
gretschdrums.com		com	gTLD	29-Mar-2001	29-Mar-2016
gretschwoodshed.com		com	gTLD	18-Aug-2010	18-Aug-2016
latinpercussion-china.com		com	gTLD	26-Apr-2010	26-Apr-2015
latinpercussion.biz		biz	gTLD	31-May-2002	30-May-2015
latinpercussion.com		com	gTLD	19-Jan-1998	31-Oct-2016
latinpercussion.net		net	gTLD	29-Aug-2000	31-Oct-2016
lpcajonthrone.com		com	gTLD	25-Jun-2013	25-Jun-2015
lpcollectabell.com		com	gTLD	10-Jan-2014	10-Jan-2016
lpcollectabells.com		com	gTLD	10-Jan-2014	10-Jan-2016
lpcollectthebells.com		com	gTLD	10-Jan-2014	10-Jan-2016
lpcustomshop.com		com	gTLD	09-Mar-2005	31-Oct-2016
lpenespanol.com		com	gTLD	22-May-2007	31-Oct-2015

lpmusic-china.com	com	gTLD	26-Apr-2010	26-Apr-2015
lpmusic.biz	biz	gTLD	31-May-2002	30-May-2015
lpmusic.co	co	COLOMBIA	21-Jul-2010	20-Jul-2015
lpmusic.com	com	gTLD	15-Dec-1994	31-Oct-2016
lpmusic.com.br	com.br	BRAZIL	02-Dec-2009	02-Dec-2015
lpmusica.com	com	gTLD	21-May-2007	31-Oct-2015
lpmusiccollection.com	com	gTLD	16-Jul-2008	31-Oct-2016
lppercussion.com	com	gTLD	21-May-2007	31-Oct-2015
lprhythmix.biz	biz	gTLD	31-May-2002	30-May-2015
lprhythmix.com	com	gTLD	10-Aug-2000	10-Aug-2015
lpworldbeatkids.com	com	gTLD	13-Oct-2005	31-Oct-2016
ovation.biz	biz	gTLD	27-Mar-2002	26-Mar-2016
ovation.info	info	gTLD	23-Aug-2001	23-Aug-2016
ovationguitar.ca	ca	CANADA	04-Apr-2007	04-Apr-2016
ovationguitars-china.com	com	gTLD	26-Apr-2010	26-Apr-2015
ovationguitars.biz	biz	gTLD	15-Nov-2001	18-Nov-2015
ovationguitars.co	co	COLOMBIA	21-Jul-2010	20-Jul-2015
ovationguitars.com	com	gTLD	09-Aug-1995	08-Aug-2016
ovationguitars.com.br	com.br	BRAZIL	14-Jan-2002	14-Jan-2016
ovationidea.com	com	gTLD	04-Feb-2008	04-Feb-2016
percussion-plus.com	com	gTLD	25-Apr-2006	25-Apr-2015
synergydrums.com	com	gTLD	16-Jul-2008	31-Oct-2016
thelpblog.com	com	gTLD	19-Oct-2009	19-Oct-2015
tocadrums.biz	biz	gTLD	15-Nov-2001	18-Nov-2015
tocadrums.com	com	gTLD	01-Sep-1998	31-Aug-2016
tocapercussion-china.com	com	gTLD	26-Apr-2010	26-Apr-2015
tocapercussion.biz	biz	gTLD	15-Nov-2001	18-Nov-2015
tocapercussion.co	co	COLOMBIA	21-Jul-2010	20-Jul-2015
tocapercussion.com	com	gTLD	15-Dec-1995	14-Dec-2015
tocapercussion.com.br	com.br	BRAZIL	02-Sep-2009	02-Sep-2015
tocapercussion.net	net	gTLD	16-Jul-2008	31-Oct-2016
worldbeatkids.com	com	gTLD	13-Oct-2005	31-Oct-2016

Domain Name	Brand	Extension	Country	Registration D	Registry Expir
gibraltarhardware.co.uk		co.uk	UNITED KINGI	24-Sep-2008	24-Sep-2016
gibraltarhardware.es		es	SPAIN	25-Sep-2008	25-Sep-2016
gibraltarhardware.fr		fr	FRANCE	17-Oct-2008	16-Oct-2015
gibraltarhardware.nl		nl	NETHERLAND:	20-Oct-2008	20-Oct-2015
gibraltarhardware.se		se	SWEDEN	24-Sep-2008	23-Sep-2016
gibraltarhardwareeurope.com		com	gTLD	07-Apr-2008	07-Apr-2016
gretschdrums.de		de	GERMANY	08-Jan-2009	08-Jan-2015
gretschdrums.es		es	SPAIN	25-Sep-2008	25-Sep-2016
gretschdrums.eu		eu	EUROPEAN UI	06-Oct-2009	31-Oct-2015
gretschdrums.fr		fr	FRANCE	17-Oct-2008	16-Oct-2015
gretschdrums.nl		nl	NETHERLAND:	20-Oct-2008	20-Oct-2015
gretschdrums.se		se	SWEDEN	24-Sep-2008	23-Sep-2016
gretschdrumseurope.com		com	gTLD	07-Apr-2008	07-Apr-2016
latinpercussion.nl		nl	NETHERLAND:	22-Oct-2008	22-Oct-2015
latinpercussion.se		se	SWEDEN	16-Oct-2008	15-Oct-2016
lpmusic.de		de	GERMANY	02-Nov-2008	02-Nov-2015
lpmusic.es		es	SPAIN	25-Sep-2008	25-Sep-2016
lpmusic.eu		eu	EUROPEAN UI	06-Oct-2009	31-Oct-2015
lpmusic.fr		fr	FRANCE	17-Nov-2008	16-Nov-2015
lpmusiceurope.com		com	gTLD	07-Apr-2008	07-Apr-2016
ovationguitars.co.uk		co.uk	UNITED KINGI	16-Aug-2004	16-Aug-2016
ovationguitars.de		de	GERMANY	07-Oct-2008	07-Oct-2015
ovationguitars.es		es	SPAIN	25-Sep-2008	25-Sep-2016
ovationguitars.eu		eu	EUROPEAN UI	06-Oct-2009	31-Oct-2015
ovationguitars.fr		fr	FRANCE	17-Oct-2008	16-Oct-2015
ovationguitars.nl		nl	NETHERLAND:	20-Oct-2008	20-Oct-2015
ovationguitars.se		se	SWEDEN	24-Sep-2008	23-Sep-2016
ovationguitarseurope.com		com	gTLD	07-Apr-2008	07-Apr-2016
tocapercussion.co.uk		co.uk	UNITED KINGI	24-Sep-2008	24-Sep-2016
tocapercussion.es		es	SPAIN	25-Sep-2008	25-Sep-2016
tocapercussion.eu		eu	EUROPEAN UI	06-Oct-2009	31-Oct-2015
tocapercussion.fr		fr	FRANCE	17-Nov-2008	16-Nov-2015
tocapercussion.nl		nl	NETHERLAND:	20-Oct-2008	20-Oct-2015
tocapercussion.se		se	SWEDEN	24-Sep-2008	23-Sep-2016
tocapercussioneurope.com		com	gTLD	07-Apr-2008	07-Apr-2016

SCHEDULE 7

Letters of Credit

None.

SCHEDULE 8

Deposit Accounts and Securities Accounts

**REDACTED**