

09-17-1999

MCO 9-14-99



T NO. 8230-

To the Honorable Commissioner of Patents and T

101148097

uments or copy thereof.

1. Name of conveying party(ies):

Matthew Spitzer

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation: Calgary, Canada
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Brook Mays Music Co.

Internal Address _____

Street Address: 8605 John Carpenter Fwy

City Dallas State TX COUNTRY & ZIP 75247

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution Date July 13, 1999

Effective Date July 14, 1999

4. Application number(s) or registration number(s):

A. Trademark Registration No.(s) 1,056,563

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kay Lyn Schwartz

Internal Address: 29th Floor

Street Address: 1601 Elm Street, Suite 3000

City Dallas State TX ZIP 75201-4761

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number: 070153

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kay Lyn Schwartz
Name of Person Signing

Kay Lyn Schwartz
Signature

September 14, 1999
Date

Total number of pages including cover sheet, attachments, and document: 5

SCHEDULE

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>
R (stylized)	1,056,563
ROGERS	616,564
ROGERS	844,115
ROGERS (script)	1,093,206
ROGERS (logo)	1,098,732

TRADEMARK ASSIGNMENT

This Assignment is effective as of July 14, 1999 between Matthew Spitzer, an individual whose address is 3809 Amyx Court, Hayward, California 94542 (hereinafter "ASSIGNOR") and BROOK MAYS, a corporation of the State of Delaware and doing business at 8605 John Carpenter Fwy, Dallas, TX 75247 (hereinafter "ASSIGNEE").

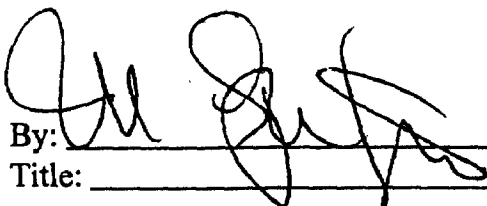
WHEREAS, ASSIGNOR is the owner of the trademarks identified in the attached Schedule, which are registered in the United States Patent and Trademark Office and various other Foreign Trademark Offices with registration numbers as indicated; and

WHEREAS, ASSIGNEE, is desirous of acquiring said trademarks and registrations identified in the attached Schedule;

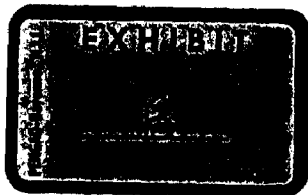
NOW, THEREFORE, for good and valuable consideration as set forth in the Agreement, receipt of which is hereby acknowledged, said ASSIGNOR does hereby sell, assign and transfer to said ASSIGNEE all right, title and interest in and to the trademarks and registrations identified in Schedule A, together with the good will of the business symbolized by the trademarks identified in the attached Schedule, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said trademarks identified in the attached Schedule, and in and to all right corresponding to the foregoing throughout the world.

This Assignment executed at Hayward, CA this 13 day of July, 1999.

MATTHEW SPITZER.

By: 
Title: _____

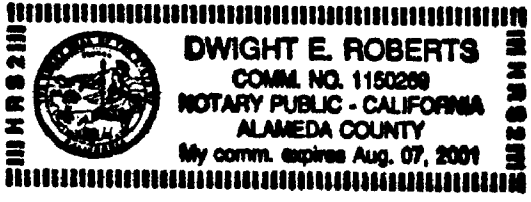
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TRADEMARK
REEL: 001958 FRAME: 0958

STATE OF California §
COUNTY OF Alameda §

On this 13 day of July, 1997, before me, a Notary Public in and for the State and County aforesaid, personally appeared Matthew Spitzer, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.



[Signature]
Notary Public

SCHEDULE

U.S. TRADEMARK REGISTRATIONS

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FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>
ROGERS	Argentina	1,082,380
ROGERS	Great Britain	1,060,329
ROGERS	Hong Kong	B630/74
ROGERS	Israel	36,490
ROGERS	Puerto Rico	6,157
ROGERS DRUMS	Japan	1,788,762
ROGERS DYNA-SONIC	Canada	138,695
ROGERS DYNA-SONIC	Italy	459,547
ROGERS DYNA-SONIC	West Germany	808,233