

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

1740156 (2)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Baldwin Piano, Inc.

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

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s):
 Execution Date(s) December 29, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) _____

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No

Name: LaSalle Bank National Association,
 Internal _____ as agent
 Address: _____
 Street Address: 135 S. LaSalle
 City: Chicago
 State: IL
 Country: USA Zip: 60603

Association Citizenship National Association
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

Additional sheet(s) attached? Yes No

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Laura Konrath
 Internal Address: Winston & Strawn LLP
 Street Address: 35 W. Wacker Dr.
 City: Chicago
 State: IL Zip: 60601
 Phone Number: 312-558-6352
 Fax Number: 312-558-5700
 Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 29

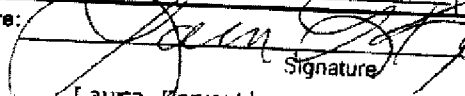
7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 740

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 232428
 Authorized User Name Laura Konrath

9. Signature:


 Signature
Laura Konrath
 Name of Person Signing

Date 12/5/07

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1480, Alexandria, VA 22313-1450

CH \$740.00 232428 76411230

Continuation
Item 4

Baldwin Piano, Inc.
U.S. Trademarks

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS
Acrosonic	71/373,160	0,336,329	12/30/1935	6/30/1936	15
AMPICO	75/883,278	2,653,125	12/29/1999	11/26/2002	15
Baldwin	71/525,183	0,441,516	6/30/1947	11/30/1948	15
Baldwin	70/020,903	0,020,903	1/18/1892	3/29/1892	15
Baldwin	71/000,729	0,046,059	4/7/1905	9/5/1905	15
Baldwin	71/525,182	0,442,961	6/30/1947	6/21/1949	9
Baldwin	72/274,130	0,855,470	6/19/1967	8/27/1968	9
Cable	76/404,065	2,931,208	5/6/2002	3/8/05	15
Cambridge	72/247,691	0,838,384	6/9/1966	11/7/1967	15
Chickering	71/146,858	0,148,960	4/28/1921	12/6/1921	15
Concertmaster	75/142,610	2,181,187	7/31/1996	8/11/1996	15
Hamilton	71/003,237	0,047,072	4/27/1905	10/24/1905	15
Howard	71/000,394	0,046,993	4/4/1905	10/17/1905	15
Howard	76/411,230		5/20/2002		15
Ivers & Pond	76/353,594	2,801,772	12/27/2001	1/6/2004	
J&C Fischer	76/430,222		7/15/2002		15
Kranich & Bach Pianos Since 1864	71/576,587	0,551,510	4/4/1949	12/4/1951	15
Live But Not In Person	75/048,868	2,226,464	1/26/1996	2/23/1999	15
Melody Maker	76/422,486		6/18/2002		15
Pianovelle	75/303,433	2,172,848	6/4/1997	7/14/1998	15
StuDiomaster	76/644,072		8/02/2005		9
Practicemaster	76/644,127		8/02/2005		9
Chopin	76/654,090		1/26/2006		15
Fun Machine	76/656,817		3/17/2006		15
My Little Baldwin	76/656,819		3/17/2006		41
The Software Toolworks	76/656,818		3/17/2006		15
Miracle	76/656,816		3/17/2006		15
Baldwin Direct	76/664,738		8/17/2006		35
Mozart & Design	76/665,021		8/23/2006		15

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Execution Copy

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 2006, by BALDWIN PIANO, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions (the "Lenders") and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, as security for the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

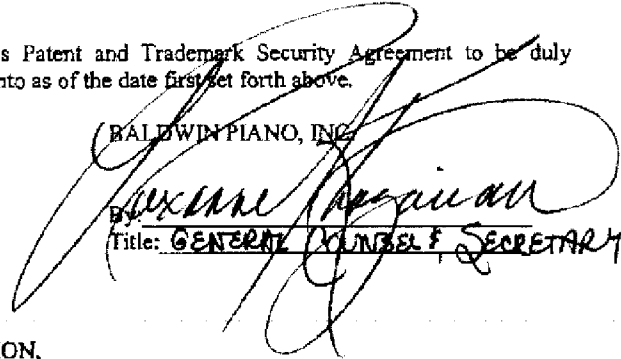
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BALDWIN PIANO, INC.



By: Suzanne Maguire
Title: GENERAL COUNSEL & SECRETARY

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Title: _____

*Signature Page to Patent and
Trademark Security Agreement*

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BALDWIN PIANO, INC.

By: _____
Title: _____

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Title: SCOTT H. THICK
FIRST VICE PRESIDENT

*Signature Page to Patent and
Trademark Security Agreement*

STATE OF New York)
COUNTY OF New York) ss

On this 22nd day of December, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

[Handwritten Signature]

Notary Public



KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2008

**Baldwin Piano, Inc.
U.S. Patents**

	TITLE	SERIAL NO.	ISSUE NO.	FILING DATE	ISSUE DATE
1	Piano Action with Articulated Jack	09/584,885	6,232,537 B1	6/1/2000	5/15/2001
2	Method and Apparatus for Optically Sensing The Position and Velocity of Piano Keys	369,882	5,567,902	1/6/1995	10/22/1996
3	Combined Acoustic and Electronic Piano In Which The Acoustic Action is Disabled When Played in the Electronic Mode	474,743	5,539,142	6/7/1995	6/23/1996
	Piano with Articulated Jack	01916707.1	(Issued in Europe)		
4	Combination Acoustic and Electronic Piano In Which the Acoustic Action is Disabled When Played In the Electronic Mode	09/104,261	5,945,613	6/24/1998	8/31/1999
5	Simulated Piano Action Apparatus For Electronic Keyboard	969,076	5,866,831	11/12/1997	2/2/1999
6	Comb. Acoustic and Elect. Piano In Which the Acoustic Act. Is Disabled When Played In The Electronic Mode	710,432	5,844,154	9/17/1996	12/1/1998
7	Simulated Escapement Apparatus For Electronic Keyboard	736,189	5,763,799	10/24/1996	6/9/1998

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Chopin	76/654,090		1/26/2006		15
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