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Filing date: **08/27/2016**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

| | |
|------------------------|---|
| Proceeding | 92061215 |
| Party | Defendant Piano Factory Group |
| Correspondence Address | ADAM R STEPHENSON ADAM R STEPHENSON LTD 40 W BASELINE RD, STE 101 TEMPE, AZ 85283 UNITED STATES adam@patentproblempro.com, janice@patentproblempro.com |
| Submission | Opposition/Response to Motion |
| Filer's Name | Adam R. Stephenson |
| Filer's e-mail | ipdocket@patentproblempro.com |
| Signature | /Adam Stephenson/ |
| Date | 08/27/2016 |
| Attachments | Reply to Motion for SJ.pdf(151624 bytes) Treibitz MSJ Affidavit Filed.pdf(533599 bytes) Exhibit A Treibitz Affidavit.pdf(589396 bytes) Exhibit B Treibitz Affidavit.pdf(523992 bytes) Exhibit C to Response to SJ Motion filed.pdf(103330 bytes) |

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Schiedmayer Celesta GmbH,

Cancellation No.: 92/061,215

Petitioner,

Reg. No. 3,340,759

v.

Mark: SCHIEDMAYER

Piano Factory Group, Inc.

Registration Date: November 20, 2007

Respondent.

**RESPONDENT’S RESPONSE TO PETITIONER’S MOTION FOR SUMMARY
JUDGMENT**

Respondent Piano Factory Group, Inc. (“Respondent”) hereby makes its response to Petitioner’s Motion for Summary Judgment filed July 22, 2016.

FACTS

The relevant supporting facts for this Response are set forth in the Affidavit of Glenn Treibitz and Exhibits A and B thereto.

ARGUMENT

In its motion, Petitioner argues strenuously that the Board should summarily dispense of this proceeding and strike all of Respondent’s motions and responses, including the answer because Respondent is allegedly a suspended corporation, suspended by the Franchise Tax Board of the State of California, and therefore not permitted to defend itself. This is a very drastic remedy, particularly at this stage in the proceeding.

Firstly, as Petitioner fails to discuss in its motion, the Board is not bound by the laws of State of California when deciding whether Respondent has the ability to defend

itself and its property in this federal legal proceeding. Secondly, contrary to Petitioner's assertion in its motion, the property of a suspended corporation is not automatically divested upon suspension. If so, who or what would then hold legal title to assets of the corporation upon suspension? What would then happen to the assets if the corporation cured the breach and was reinstated by the Franchise Tax Board? Petitioner's arguments make no legal sense—they essentially suggest that a suspended corporation loses all its property at the time of suspension and that property then sits in legal limbo permanently thereafter. Such results run counter to public policy favoring the free transfer of property and, at worst, would represent an unconstitutional taking of personal property by the state. Accordingly, Petitioner's arguments regarding the property ownership consequences to a corporation for upon suspension by the Franchise Tax Board of the State of California are not legally or logically well founded.

In any event, Petitioner's entire motion and arguments are totally **legally moot**. As set forth in paragraphs 3 and 4 of the Treibitz Affidavit, in August of 2006, all of the assets of Piano Factory Group, Inc. was assigned for the benefit of creditors to Equitable Transitions, Inc. Sweet 16 Musical Properties, Inc. then purchased those assets from Equitable Transitions, Inc. Exhibits A and B to the Treibitz Affidavit are copies of the relevant documents which are as complete as Respondent currently has been able to locate them in its records.

Accordingly, the legal Respondent in this matter has, at all times, been Sweet 16 Musical Properties, Inc. (Sweet 16) doing business as (DBA) under the fictitious name PIANO FACTORY GROUP. The suspended Piano Factory Group, Inc. currently on the records of the California Secretary of State is simply a left over, undissolved corporation

that holds no assets, including the registration at issue in this case. Because the assignment for benefit of creditors took place before any suspension of the corporation by the Franchise Tax Board, Piano Factory Group, Inc. was perfectly legally able to assign its assets. As indicated by Exhibit C, which is a copy of the current output from the California Secretary of State's website retrieved by the undersigned today, Sweet 16 is not suspended by the California Franchise Tax Board and is listed as an Active corporation. The undersigned is happy, if the Board so requires, to obtain additional certification of this information from the California Secretary of State's office, but it appears to be unnecessary given that Petitioner has relied on the same type of website evidence in its motion. Accordingly, Respondent is producing evidence of the same type and character.

In view of the foregoing, the Board does not need to consider any of the separation of powers issues raised in the Petitioner's motion regarding whether a suspended California corporation has the right to defend itself in a federal administrative proceeding before the Trademark Trial and Appeal Board. The Board should decline to do so in this case and deny Petitioner's motion as being legally moot and/or because substantial questions of fact remain as to the assertions made in Petitioner's motion.

The above information should not come as a surprise to Petitioner. In the Affidavit of Glenn Treibitz filed July 14, 2015 in this proceeding, Mr. Treibitz indicated that he controlled "Piano Factory Group, Inc. ("PFG") the respondent, through its owner Sweet 16 Musical Properties, Inc." 7/14/2015 Treibitz Affidavit, Paragraph 1. This statement should have prompted Petitioner's counsel to make some minimum inquiry from Respondent before filing its Motion for Summary Judgment. Petitioner, however,

did not make any inquiry or take any discovery from Respondent on any of the factual matters underpinning its motion. Had Petitioner's counsel done so, or even simply picked up the phone to ask Respondent's counsel for information regarding the relationship between Piano Factory Group, Inc. and Sweet 16, the Board could have been spared the time considering this legal nullity. The discovery period has not even closed in this matter, so there is still ample time for this to take place. However, Petitioner's approach is consistent with the ambush litigation approach its present counsel has pursued from the beginning in this matter. Unfortunately for Petitioner, this failure to make reasonable inquiry from Respondent has caused Petitioner to needlessly incur legal fees and costs associated with the filing of this futile motion.

Petitioner has filed to record both the assignment to Equitable Transitions, Inc. and the bill of sale to Sweet 16 Musical Properties, Inc. with the USPTO so that the ownership information of the registration at issue can be updated. When the notices of recordation of the documents have been received, Petitioner will file a motion to Change the Name of Respondent in this matter.

Respondent proceeded in this matter under its fictitious business name merely for convenience and not for any fraudulent purpose, as set forth in the Treibitz Affidavit filed herewith. As set forth in TBMP § 512.02, it is actually not required for Respondent to change its name in this proceeding as such a change is permissive and "the proceeding may be continued in the party's old name."

In view of the foregoing, Respondent requests that Petitioner's Motion be summarily denied as being legally moot and/or that Respondent's response raises substantial questions of fact regarding the assertions made Petitioner's Motion.

Dated: August 27, 2016

Respectfully submitted,
/s/ Adam R. Stephenson
Adam R. Stephenson, LTD.
40 W. Baseline Rd., Ste 101
Tempe, AZ 85283
Tel: 480.264.6075
Fax: 480.718.8336
Email: adam@patentproblempro.com
Attorney for Respondent, Sweet 16 Musical
Properties, Inc.

CERTIFICATE OF SERVICE

It is hereby certified that one (1) copy of the foregoing RESPONDENT'S REPSONSE TO PETITIONER'S MOTION FOR SUMMARY JUDGMENT is being sent via first class U.S. Mail to Petitioner Schiedmayer Celesta GmbH's attorney of record as follows:

Michael J. Striker
Striker, Striker & Stenby
103 East Neck Road
Huntington, NY 11743
striker@strikerlaw.com

Dated: August 27, 2015

/s/ Adam Stephenson

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Schiedmayer Celesta GmbH,

Cancellation No.: 92/061,215

Petitioner,

Reg. No. 3,340,759

v.

Mark: SCHIEDMAYER

Piano Factory Group, Inc.

Registration Date: November 20, 2007

Respondent.

AFFIDAVIT OF GLENN TREIBITZ

1. I, Glenn Treibitz, control Sweet 16 Musical Properties, Inc. (Sweet 16). As such, I am directly involved in and fully familiar with the business operations of Sweet 16, including sales, marketing, and advertising activities, as well as all historical and current aspects of its business and acquisitions.
2. This affidavit is made based on my personal knowledge, and I am competent to testify to the matters herein should be called upon to do so.
3. On or about the 17th of August, 2006, all of the assets of Piano Factory Group, Inc., California Entity Number C1740917, were assigned for the benefit of creditors to Equitable Transitions Inc. A true copy of the executed general assignment document, executed by Rhoda Treibitz, my mother, now deceased, who was then President of Sweet 16, is included with this affidavit as Exhibit A. The general assignment included all property, including intellectual property and trademarks, owned by Piano Factory Group, Inc. at the time of the assignment.
4. On or about that same date, all of the assets of Piano Factory Group, Inc. held by Equitable Transitions, Inc. were then sold to Sweet 16 through a Bill of Sale executed by Nigel Hamer on behalf of Equitable Transitions, Inc. and Rhoda Treibitz, President of Sweet 16. A true copy of the executed Bill of Sale is included with this affidavit as Exhibit B.
5. As the trademark application that matured into the registration that is the subject of this proceed was property held by Piano Factory Group at the time of assignment and sale, all

of the rights of Piano Factory Group were legally transferred to Sweet 16 as of the dates of execution of the various agreements.

6. Since that time, Sweet 16 has continued to legally use the name PIANO FACTORY GROUP as a DBA or fictitious business name, as it lawfully acquired all of Piano Factory Group's rights to the name as well as all of its assets.
7. Any failure to record on the records of the USPTO information relating to the above changes of ownership of the application which matured into the registration at issue in this proceeding was done without any intent to deceive the USPTO or any member of the public.
8. From the date of the assignment, Sweet 16, through its business activities under the PIANO FACTORY GROUP fictitious business name, has carried on use of the SCHIEDMAYER trademark in interstate commerce. Because of this, agents of Sweet 16, such as Cheryl Fox and Frank McGue, signed statements of use and renewals using their identities relative to Piano Factory Group, Inc. This was done without any intent to deceive the USPTO or any member of the public regarding the identity of the lawful owner of the SCHIEDMAYER trademark. Rather it accurately reflects the business identity of the particular arm of Sweet 16 that was engaged in use of the mark in the public's eye.
9. In view of the issues raised by the Petitioner regarding the identity of the owner of the trademark registration, I have directed my counsel in this proceeding to record the appropriate documents with the USPTO and move to have the Board change the name in this proceeding to update the ownership of the registration that is the subject of this proceeding.

I hereby swear under penalty of perjury that the foregoing is true to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NOT.

8/26/2016
Date

Glenn Treibitz
Glenn Treibitz
Sweet 16 Musical Properties, Inc.

Exhibit A

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ASSIGNOR'S United States mail to be delivered to ASSIGNEE, and ASSIGNEE is expressly authorized and directed to open said mail as agent of ASSIGNOR; and to do any thing or act which ASSIGNEE in its sole and arbitrary discretion deems necessary or advisable to effectuate the purposes of this General Assignment.

1.4 ASSIGNOR and ASSIGNEE agree to the following:

1.4.1 This instrument transfers legal title and possession to ASSIGNEE of all of said hereinabove described assets and, ASSIGNEE, in its own discretion, may determine whether to continue all, or part, of ASSIGNOR'S operations, or to liquidate said assets; if ASSIGNEE deems it advisable it may operate the business, except that it is the intent of the parties that such operation shall be limited in duration, and shall be for the benefit of creditors.

1.4.2 ASSIGNEE, at its discretion, may sell and/or dispose of ASSIGNOR'S assets upon such terms and conditions as it may deem fit, at public or private sale, provided however, that ASSIGNEE shall use its best efforts to maximize the proceeds from the sale and disposition of said assets; ASSIGNEE shall not be personally liable in any manner, and ASSIGNEE'S obligations shall be in its representative capacity, only, as an ASSIGNEE for the general benefit of ASSIGNOR'S creditors. Said ASSIGNEE shall administer this estate to the best of its ability but it is expressly understood that he, its agents, servants or employees shall be liable only for reasonable care and diligence in the administration, and it shall not be liable for any act or thing done by its, agents, servants, or employees in good faith and/or in reliance on advice of counsel in connection herewith.

III. POWERS OF THE ASSIGNEE

2. Except as otherwise allowed or limited by statutes, ASSIGNEE shall have the following powers:

2.1. From all funds received from proceeds of sales, collections sums due, operation of ASSIGNOR'S business, and all other sources hereinafter "Proceeds") ASSIGNEE shall pay itself a fee for all services it provides as ASSIGNEE hereunder the sum of \$25,000. ASSIGNEE shall also reimburse or pay itself for all charges and expenses incurred by it in the discharge of duties hereunder including, but not limited to, postage, rent, photocopies, messenger, overnight mail, lock changes, bank charges, bookkeeping, bond premiums, and insurance. All of the aforementioned amounts are to be determined at the ASSIGNEE'S sole discretion and judgment.

2.2. ASSIGNEE may also pay from the Proceeds:

- 2.2.1. Remuneration to its agents, consultants, and employees and reasonable fees and expenses to accountants and attorneys.
- 2.2.2. The costs and expenses incurred by any creditor who may have levied an attachment or other lien on assets of ASSIGNOR.
- 2.2.3. All of the aforementioned amounts are to be determined at the ASSIGNEE'S sole discretion and judgment.

2.3. ASSIGNEE may employ one or more agents, consultants, employees, accountants and/or attorneys. ASSIGNEE may employ such agents, consultants, employees, accountants and/or attorneys as ASSIGNEE determines are necessary in its sole discretion and judgment.

2.4. ASSIGNEE may compromise claims, complete or reject ASSIGNOR'S executory contracts, discharge at its option any liens on said assets and any indebtedness which under law is entitled to priority of payment; ASSIGNEE shall have the power to borrow money, hypothecate and pledge the assets, and to do all matters and things that said ASSIGNOR could have done prior to this General Assignment. Any act or thing done by ASSIGNEE hereunder shall bind the assignment estate and the ASSIGNEE only in its capacity as ASSIGNEE for the benefit of ASSIGNOR'S creditors. ASSIGNEE shall have the right to sue as the successor of the ASSIGNOR, or ASSIGNEE is hereby given the right and power to institute and prosecute legal proceedings in the name of the ASSIGNOR, the same as if the ASSIGNOR had itself instituted and prosecuted such proceedings or actions; ASSIGNEE is hereby authorized and has the right to defend all actions instituted against the ASSIGNOR, and to appear on behalf of the ASSIGNOR in all proceedings (legal or otherwise) in which ASSIGNOR is a party. ASSIGNOR does hereby appoint ASSIGNEE as the ASSIGNOR'S attorney in fact with full power to act for and in place of the ASSIGNOR in such actions or proceedings or in any other matters; including the right to verify all pleadings or other documents on behalf of ASSIGNOR.

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2.5 ASSIGNEE agrees (provided any such claim may, by operation of law be non-assignable), to make any and all claims for refund of taxes which may be due from the Director Internal Revenue for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds pay them over to ASSIGNEE, and hereby empowers ASSIGNEE, as attorney in fact of ASSIGNOR, make all claims for refunds which may be made by an attorney in fact.

2.6 ASSIGNEE shall have all powers, pursuant to the laws of the State of California to recover preferential transfers and fraudulent conveyances.

III. ALLOWANCE AND PAYMENT OF CLAIMS

3.1 Except as otherwise provided herein, allowance of claims shall be determined by the standards set forth in 11 U.S.C. §§ 501 and 502.

3.2 February 21, 2007, shall be the last day to submit claims. Written notice of said last day to submit claims shall be given by first class mail, postage fully pre-paid, to creditors. By filing a claim, each creditor shall waive and forever release and discharge all claims it has or may have against the ASSIGNOR, its officers, directors, shareholders, assignees, agents, attorneys, and employees. All claims not received by the ASSIGNEE by the last day to submit claims may, in ASSIGNEE'S sole and absolute discretion, be disregarded for purposes of distribution assets as required hereunder.

3.3 ASSIGNEE shall determine whether any claim shall be allowed for payment hereunder pursuant to paragraph 3.1, hereof. If ASSIGNEE determines that a claim should not be allowed for distribution ("Rejected Claim"), ASSIGNEE shall give written notice to the holder of such claim at least 20 days prior to making any distribution to any claims having the same or low priority as determined by paragraph 3.4 hereof. In the event that a creditor who holds a claim which is a Rejected Claim disputes the ASSIGNEE'S rejection of such claim, such creditor may commence suit, in the Long Beach Municipal or Superior Court, to establish such claim within 20 days after receiving the ASSIGNEE'S notification that the claim is not allowed. Failure to timely file and prevail in a lawsuit to establish the Rejected Claim will result in its disallowance for purposes of distributions of funds pursuant to the terms hereof.

3.4 After payment of the items set forth in paragraphs 2.1, 2.2, 2.2.1, 2.2.2, 2.2.3 and 2.3 above, claims shall be paid in the following order of priority:

3.4.1 First, to all debts due to governmental agencies, pro rata until all such claims are paid in full with legal interest and penalties, if any.

3.4.2 Second to claims for wages and employment benefits to the extent provided by *California Code of Civil Procedure §1204*

3.4.2 Third, to all other unsecured claims. Such claims shall be paid pro rata until all such claims are paid in full.

3.4.3 Fourth, the surplus of monies and property, if any, to be transferred and conveyed to Assignor.

3.4.4 If any undistributed dividends to creditors or any reserve of other funds shall remain unclaimed for a period of one year after issuance of dividend checks by the ASSIGNEE, then the same shall become the property of ASSIGNEE and used to supplement its fees for services rendered for administering this Assignment.

3.5 ASSIGNEE shall distribute assets as often as is reasonable and practical, as determined in the ASSIGNEE'S sole and absolute discretion, however, distributions shall be made no more often than every 90 days.

3.6 All distributions made by the ASSIGNEE shall have appearing on their face the following legend: "Acceptance of this check by endorsement or other form of negotiation constitutes an absolute waiver of any right to contest the release stated to be in effect upon the filing of a claim pursuant to paragraph 3.2 of the General Assignment Agreement. THIS CHECK VOID IF NOT CASHED WITHIN 90 DAYS".

IV. OTHER PROVISIONS

4.1 It is agreed and understood that this transaction is a common law assignment for the benefit of ASSIGNOR'S creditors.

4.2 The ASSIGNOR understands that pursuant to CCP 1802(c) the ASSIGNOR shall provide the ASSIGNEE at the time of making of the assignment a list of creditors, equ holders, and any other parties in interest, which shall include the names, addresses, cities, states, and ZIP Codes for each person together with an amount of the person's anticipated claim in t assignment proceedings. The schedule is to be assigned under penalty of perjury by the ASSIGNOR'S representative. ASSIGNEE shall, upon execution of this agreement, provide to ASSIGNEE verified list of all assets.

4.3. Except as otherwise provided herein, this Agreement shall be construed in accordance with and governed by the laws of the State of California and enforcement of s Agreement may be had in only in the California Municipal or Superior Court, Los Angeles Division, Long Beach Branch.

4.4. In the event that any court holds any provision, term, covenant, or condition of this Agreement to be invalid, then any such invalidity shall not effect any other term, covea or condition and the remaining provisions of this Agreement shall be given full force and effect pursuant to the laws of the State of California, unless such invalid term, covenant, or condition is material part of this Agreement.

4.5. In the event that ASSIGNEE should successfully defend any challenge by any creditor of all of any portion of this agreement, ASSIGNEE shall be entitled to reasona attorneys' fee and costs.

4.6 Notwithstanding any other provision hereof ASSIGNOR shall not have the right nor

power to sell, assign, or otherwise transfer any interest in the names of ASSIGNOR.

This GENERAL ASSIGNMENT is made this ___ day of August, 2006, at Los Angeles, California.

ASSIGNOR:
THE PIANO FACTORY GROUP, INC. dba HOLLYWOOD PIANO

By: Rhoda Treibitz
Rhoda Treibitz, President

STATE OF CALIFORNIA |

COUNTY OF LOS ANGELES

On 8/17/06, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RHODA TREIBITZ personally known to me (or proved to me on the basis of satisfactory evidence, be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the pers acted, executed the instrument.

WITNESS my hand and official seal.

{SEAL}

Munroe F. Jones
(Signature)

MUNROE F. JONES
(Name Typed or Printed)



CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

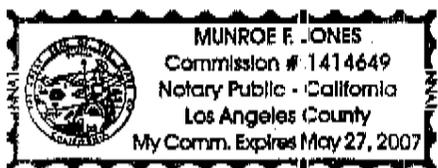
State of California }
County of Los Angeles } SS.

On Aug 17, 2006, Before me, Munroe F. Jones, Notary Public.
Date

Personally appeared RHODA TREIBITZ
(Name(s) of Signer(s))

 Personally known to me

Proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity(s) upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Munroe F. Jones
Signature of Notary Public

Optional

Though the information below is not required by law, it may prove valuable to the person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Title of Type of Document: GENERAL ASSIGNMENT

Document Date 8/17/06 Number of pages: 4

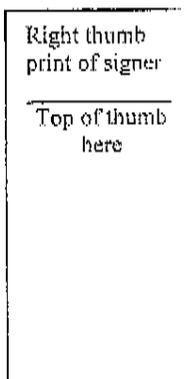
Signer(s) Other than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name RHODA TREIBITZ

- Individual
- Corporate Officer - Title(s) _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

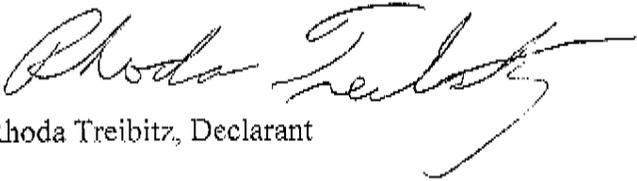
Signer is Representing: _____



VERIFICATION OF CREDITOR CLAIMS

I, Rhoda Treibitz, in my capacity as a President of THE PIANO FACTORY GROUP, INC. dba HOLLYWOOD PIANO hereby declare and state, under penalties of perjury under the laws of the State of California, that the attached list is, to the best of my knowledge and information, a complete list of the names, addresses and amounts owed for each of the creditors of THE PIANO FACTORY GROUP, INC. dba HOLLYWOOD PIANO.

EXECUTED THIS 17 DAY OF AUGUST, 2006 AT LOS ANGELES, CALIFORNIA.


Rhoda Treibitz, Declarant

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The foregoing GENERAL ASSIGNMENT is hereby accepted this 17 day of August, 2006, at Los Angeles, California.

ASSIGNEE:
EQUITABLE TRANSITIONS, INC.

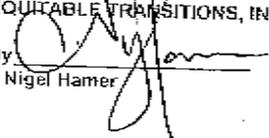
By 
Nigel Hamer

Exhibit B

BILL OF SALE
FROM**EQUITABLE TRANSITIONS, INC.**
TO**SWEET 16 MUSICAL PROPERTIES, INC.**

THIS BILL OF SALE ("Bill of Sale") is made as of this 17TH day of August, 2006, by and between EQUITABLE TRANSITIONS, INC. AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF PIANO FACTORY GROUP, INC. dba HOLLYWOOD PIANO ("Seller") and SWEET 16 MUSICAL PROPERTIES, INC. ("Buyer"), as follows:

WITNESSETH:

Seller, for and in consideration of the sum of Twenty Five Thousand Dollars (\$25,000.00), the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely and unconditionally GRANT, SELL, TRANSFER, CONVEY, ASSIGN and DELIVER to Buyer all of its right, title and interest to all the assets formerly owned by PIANO FACTORY GROUP, INC, which assets (collectively, the "Purchased Assets"), are described as follows: all assets of every kind and nature, wherever situated, whether in possession, reversion, remainder, or expectancy, both real and personal, including therein all inventory, merchandise, work in process, equipment, fixtures, accounts, accounts receivable, general intangibles, leasehold interests, documents, instruments, goods, choses in action, book accounts, books, insurance policies, cash on hand, raw materials, and all other property of every kind and nature owned by Seller.

Seller hereby sells, transfers, conveys, assigns and delivers to Buyer the Purchased Assets in their "as is", "where is" and "with all faults" condition, and, except as expressly set forth below, without representation, warranty or covenant of any kind or character whatsoever, express or implied, with respect to the quality or condition of the Purchased Assets, the merchantability of the Purchased Assets, the fitness or suitability of the Purchased Assets for any particular use or purpose, the compliance of the Purchased Assets with any governmental statute, ordinance, rule, regulation or other requirement or any other matter or thing related to the Purchased Assets. By its acceptance of this Bill of Sale, Buyer is acknowledging that it has performed its own due diligence with respect to the Purchased Assets and, except as expressly set forth below, is relying solely upon such due diligence in making its decision to purchase and accept the Purchased Assets, which Purchased Assets were all assigned to Seller pursuant to the General Assignment by Piano Factory Group, Inc.

Seller hereby represents, warrants and covenants: (1) that pursuant to the General Assignment to Seller, Seller is the lawful owner of all right, title and interest in and to the

Purchased Assets; (2) that Seller has, and does hereby convey to Buyer, good title to the Purchased Assets; and (3) except for the claims of secured parties previously disclosed to Buyer, the Purchased Assets are free and clear of all liens and encumbrances.

This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California.

By accepting this Bill of Sale, Buyer is acknowledging that it shall be responsible for the payment of, and shall pay as and when due, any and all sales-related taxes arising out of the sale of the Purchased Assets described in this Bill of Sale.

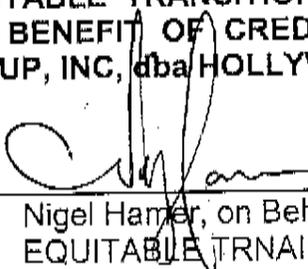
Further, by accepting this Bill of Sale, Buyer is acknowledging that the representations, warranties, and covenants of Seller set forth herein are being made for the sole benefit of Buyer.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first hereinabove written.

"SELLER"

EQUITABLE TRANSITIONS, INC., AS ASSIGNEE FOR
THE BENEFIT OF CREDITORS OF PIANO FACTORY
GROUP, INC, dba HOLLYWOOD PIANO

By:


Nigel Hamer, on Behalf of the Assignee,
EQUITABLE TRNAISITONS INC.

Its: PRESIDENT EQUITABLE TRANSITIONS

"BUYER"

SWEET 16 MUSICAL PROPERTIES, INC

By:


RHODA TREIBITZ, PRESIDENT



Business Entities (BE)

Online Services

- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information
(annual/biennial reports)

Filing Tips

Information Requests
(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, August 23, 2016. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

| | |
|--------------------------------------|-----------------------------------|
| Entity Name: | SWEET 16 MUSICAL PROPERTIES, INC. |
| Entity Number: | C2893372 |
| Date Filed: | 08/16/2006 |
| Status: | ACTIVE |
| Jurisdiction: | CALIFORNIA |
| Entity Address: | 2212 MARICOPA DRIVE |
| Entity City, State, Zip: | GLASSELL PARK CA 90065 |
| Agent for Service of Process: | GLENN TREIBITZ |
| Agent Address: | 2212 MARICOPA DRIVE |
| Agent City, State, Zip: | GLASSELL PARK CA 90065 |

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

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