


VOL. 1834 PAGE 119

SUMMY-BIRCHARD COMPANY

BY:


David K. Sengstack

ATTEST:



Arlene M. Howard, its Secretary

Ex. 77

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Marlene Meyer, a Notary Public in and for said County, do hereby certify that on this 5th day of October 1978, personally appeared before me DAVID K. SENGSTACK and ARLENE M. HOWARD, who, being first duly sworn by me, declared that they are President and Secretary, respectively, of SUMMY-BIRCHARD COMPANY, a Wyoming Corporation, and that they signed the foregoing document as President and Secretary, respectively, of the corporation, and that the statements therein contained are true.

Marlene Meyer
Notary Public

My Commission expires: 4/19/79

EXHIBIT 78

134625
Jom

10:30 AM

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
SUMCO CORPORATION
A WYOMING CORPORATION

1979

Vol. 1834 PAGE 116

Pursuant to the provisions of Section 51 and 52 of the Wyoming Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is SUMCO CORPORATION.

SECOND: The following amendments of the Articles of Incorporation were adopted by the shareholders of the corporation on May 1, 1979, in the manner prescribed by the Wyoming Business Corporation Act:

ARTICLE FIRST of the Articles of Incorporation of this company is hereby amended to read as follows:

"The name of this corporation is SUMMY-BIRCHARD COMPANY."

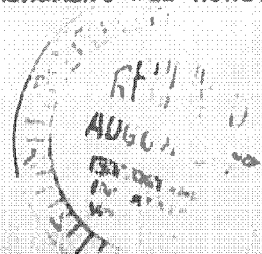
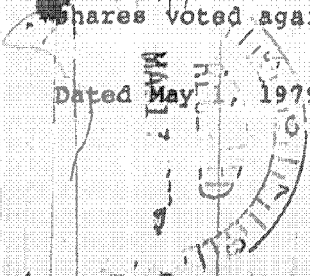
THIRD: The number of shares of the corporation at the time of such adoption was nine hundred sixty three (963) and the number of shares entitled to vote thereon was nine hundred sixty three (963).

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

Class: None
Number of Shares: 963

FIFTH: The number of shares voted for such amendment was nine hundred sixty three (963), and the number of shares voted against such amendment was none.

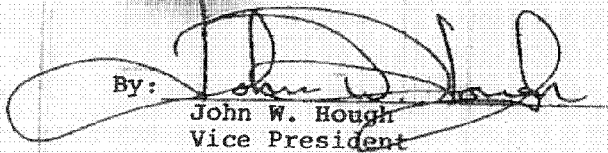
Dated May 1, 1979.



Ex. 78

SUNCO CORPORATION

By:


John W. Hough
Vice President

ATTEST:

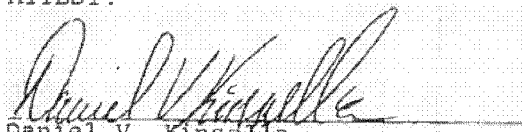

Daniel V. Kinbelle
Assistant Secretary

EXHIBIT 79

134685
domestic

STATE OF WYOMING
FILED
At 10:35 AM
JUL 10 1979
VOL. 1834 PAGE 114

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
SUMMY-BIRCHARD COMPANY,
A WYOMING CORPORATION

Pursuant to the provisions of Sections 51 and 52 of the Wyoming Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is SUMMY-BIRCHARD COMPANY.

SECOND: The following amendment of the Articles of Incorporation was adopted by the shareholders of the corporation on July 10, 1979, in the manner prescribed by the Wyoming Business Corporation Act:

ARTICLE FIRST of the Articles of Incorporation of this company is hereby amended to read as follows:

"FIRST: The name of this corporation is THE BIRCH TREE GROUP LTD."

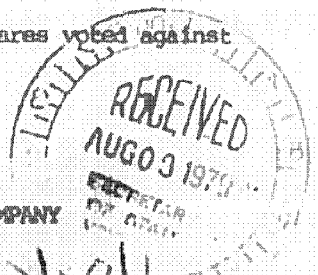
THIRD: The number of shares of the corporation at the time of such adoption was nine hundred sixty-three (963) and the number of shares entitled to vote thereon was nine hundred sixty-three (963).

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

Class: None
Number of shares: 963

FIFTH: The number of shares voted for such amendment was nine hundred sixty-three (963), and the number of shares voted against such amendment was none.

Dated July 10, 1979.



SUMMY-BIRCHARD COMPANY

By: John W. Blough
John W. Blough
Vice President

ATTEST:
[Signature]

Ex. 79

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LAWRENCE G. STAAT, a Notary Public in and for said County, do hereby certify that on this 10th day of July, 1979, personally appeared before me JOHN W. ROUGH and DANIEL V. KINSELLA, who, being first duly sworn by me, declared that they are Vice President and Assistant Secretary, respectively, of SUMMY-BIRCHARD COMPANY, a Wyoming Corporation, and that they signed the foregoing document as Vice President and Assistant Secretary, respectively, of the corporation, and that the statements therein contained are true.

Lawrence G. Staat

Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES MAR 11 1983
ELECTED THRU ILLINOIS NOTARY ASSOC.

EXHIBIT 80

STATE OF WYOMING
FILED

At 1:43 p.m.

OCT 12 1979

163851
THYRA THOMSON
SECRETARY OF STATE

134685

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
THE BIRCH TREE GROUP LTD.
A WYOMING CORPORATION

Pursuant to the provisions of Sections 51 and 52 of the Wyoming Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is THE BIRCH TREE GROUP LTD.

SECOND: The following amendment of the Articles of Incorporation was adopted by the shareholders of the corporation on September 6, 1979, in the manner prescribed by the Wyoming Business Corporation Act:

ARTICLE FIRST of the Articles of Incorporation of this company is hereby amended to read as follows:

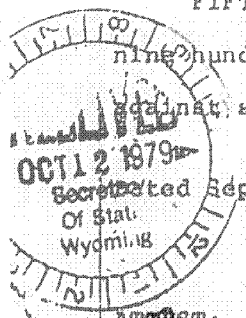
"FIRST: The name of this corporation is BIRCH TREE GROUP LTD."

THIRD: The number of shares of the corporation at the time of such adoption was nine hundred sixty-three (963) and the number of shares entitled to vote thereon was nine hundred sixty-three (963).

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

Class:	None
Number of shares:	963

FIFTH: The number of shares voted for each amendment was nine hundred sixty-three (963), and the number of shares voted in opposition to such amendment was none.



Witnessed and attested September 6, 1979

ATTEST:

[Signature]

THE BIRCH TREE GROUP LTD.

By:

[Signature]
John W. Hough
Vice President

Ex. 80

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, LAWRENCE G. STAAT, a Notary Public in and for said County, do hereby certify that on this 6th day of September, 1979, personally appeared before me JOHN W. HOUGH and DANIEL V. KINSELLA, who, being first duly sworn by me, declared that they are Vice President and Assistant Secretary, respectively, of THE BIRCH TREE GROUP LTD., a Wyoming corporation, and that they signed the foregoing document as Vice President and Assistant Secretary, respectively, of the corporation, and that the statements therein contained are true.

Lawrence G. Staat
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES MAR 11 1983
ISSUED THRU ILLINOIS NOTARY ASSOC.

EXHIBIT 81 -
CONFIDENTIAL

[PROVISIONALLY LODGED UNDER SEAL]

STOCK PURCHASE AGREEMENT

between

WARNER/CHAPPELL MUSIC, INC.,

Buyer

and

DAVID K. SENGSTACK,

Seller

Dated: December 1, 1988

Ex. 81

880

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>Page</u>
1. TERMS OF THE TRANSACTION	1
1.1 Sale of Shares	1
1.2 Purchase Price	2
2. ADJUSTMENTS TO PURCHASE PRICE	2
2.1 Basis of Agreement	2
2.2 Pre-Closing Transfers	3
2.3 Adjustment at Closing	4
2.4 Post-Closing Adjustment	5
2.5 Right to Distribute	7
2.6 Retained Property	7
3. CLOSING	7
4. REPRESENTATIONS AND WARRANTIES OF SELLER ...	7
4.1 Corporate Existence and Qualification	7
4.2 Certificate of Incorporation and By-Laws	8
4.3 Authorized Capitalization	8
4.4 Summy K.K.	8
4.5 Copyright Registrations	9
4.6 Trademarks	10
4.7 Material Contracts	10
4.8 Agreements in Force	10
4.9 No Conflicting Rights	11
4.10 Final Statement	11
4.11 Publisher's Share	11
4.12 Net Revenues	12
4.13 Taxes	12
4.14 No Liens or Encumbrances	13
4.15 Liabilities	13
4.16 Claims and Litigations	13
4.17 No Orders and Judgments	13
4.18 No Implied Representation or Warranty	14

(i)

Ex. 81

881

<u>ARTICLE</u>	<u>Page</u>
5. REPRESENTATIONS AND WARRANTIES OF BUYER	14
5.1 Corporate Existence and Authority	14
5.2 Purchase for Investment	14
5.3 No Restriction	15
6. COVENANTS OF SELLER	15
6.1 Transfer of Properties	15
6.2 Employee Termination	15
6.3 Insurance	16
6.4 Continued Operation	16
7. CONDITIONS PRECEDENT TO OBLIGATION OF BUYER TO CLOSE	16
7.1 Representations and Covenants	16
7.2 Litigation	17
7.3 Hart-Scott-Rodino	17
7.4 Resignations	17
7.5 Certificate of Seller	17
7.6 Opinion of Counsel	17
0.1 Board Approval	17
8. CONDITIONS PRECEDENT TO OBLIGATION OF SELLER TO CLOSE	18
8.1 Representations and Covenants	18
8.2 Litigation	18
8.3 Hart-Scott-Rodino	18
8.4 Opinion of Counsel	18
0.2 Board Approval	18
9. TAXES	19
9.1 Returns	19
9.2 Payment	19
9.3 Assessments	19
9.4 Refunds	19
9.5 Defense of Claims	20
9.6 Tax Elections	20

(ii)

Ex. 81

<u>ARTICLE</u>	<u>Page</u>
10. SURVIVAL OF REPRESENTATIONS AND INDEMNIFICATION	21
10.1 Survival	21
0.3 Seller's Additional Indemnities	21
10.2 Limitations	22
10.3 Notice and Right to Defend	22
10.5 Indemnification Net of Taxes	25
11. TERMINATION	25
11.1 Rights to Terminate	25
11.2 Effect of Termination	26
12. BROKERAGE AND OTHER EXPENSES	26
12.1 Wertheim Fee	26
12.2 No Other Broker	26
12.3 Other Expenses	27
13. MISCELLANEOUS	27
13.1 Further Assurances	27
13.2 Notices	28
13.3 Entire Agreement	29
13.4 Waivers and Amendments	29
13.5 Governing Law and Forum	29
13.6 No Assignment	29
13.7 Counterparts	30
13.8 Exhibits and Schedules	30
13.9 Headings	30

SCHEDULES

2.1 Trademarks and Materials To Be Retained
2.1A New Publications - Copyrights Not Yet Registered
4.4 Material Contracts and Leases of Summy Music K.K.
4.5 Copyright Registrations
4.6 Trademark Registrations
4.7 Material Contracts
4.8 Claims and Irregularities
4.13 Tax Audits
4.14 Liens
4.16 Litigation

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated December 1, 1988 between Warner/Chappell Music, Inc., a corporation ("Buyer"), and David K. Sengstack ("Seller").

Seller owns all the issued and outstanding shares of capital stock of Birch Tree Group Ltd., a Wyoming corporation ("BTG"; all references to BTG herein, except where the context clearly indicates the contrary, are to BTG and its subsidiary Summy Music K.K. ("Summy K.K." on a consolidated basis), consisting of 953 shares of common stock, par value \$100.00 per share (the "Shares").

Seller desires to sell to Buyer, and Buyer desires to acquire from Seller the Shares, upon the terms and subject to the conditions set forth in this Agreement.

Accordingly, the parties agree as follows:

ARTICLE 1

TERMS OF THE TRANSACTION

1.1 Sale of Shares. Seller shall, on the Closing Date (as defined in Article 2), sell, transfer and assign to Buyer all of the Shares by delivering to Buyer, against payment therefor as provided in Section 1.2, certificates

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representing all the Shares, duly endorsed in blank or with duly executed stock powers attached.

1.2 Purchase Price. Buyer shall, on the Closing Date, purchase the Shares by delivering to Seller in the form of bank checks in Federal or other immediately available funds or by wire transfers of immediately available funds the amount of \$15,000,000, subject to adjustment as provided in Article 2, against delivery of the Shares.

ARTICLE 2

ADJUSTMENTS TO PURCHASE PRICE

2.1 Basis of Agreement. The parties have agreed upon the purchase price set forth in Section 1 on the assumption that BTG at the time of Closing will have no assets other than the following (excluding assets, rights and properties listed on Schedule 2.1):

- (a) All copyrights now held by BTG, including any unregistered copyrights in the works listed on Schedule 2.1A;
- (b) All trademarks now held by BTG;
- (c) All inventory now held by BTG;
- (d) All contractual rights now held by BTG relating to copyrights, trademarks and rights in recorded, musical and literary material, including agreements with authors and composers and other copyright holders and agreements with sub-publishers and distributors and including any rights BTG may have under arrangements with the Smithsonian Institution;
- (e) Cash held in bank accounts as at the Closing;
- (f) Accounts receivable of BTG;
- (g) Media used in production of inventory;

- (h) Books and records including computer records relating to the foregoing;
- (i) All outstanding stock of Summy K.K.

BTG will take no action to surrender or to transfer any such assets out of BTG prior to Closing other than transfer of cash and other than such changes with respect to items included in paragraphs (c), (f) and (g) as may occur in the ordinary course of business.

2.2 Pre-Closing Transfers. Subject to any contrary agreement reached in writing between the parties prior to the Closing, BTG will transfer out of BTG on or before December 31, 1988 all real property, leases on real property, leasehold improvements, furniture and fixtures, computer software and other physical properties owned by BTG (for this purpose excluding Summy K.K.) other than property referred to in Section 2.1(c), (g) and (h). BTG shall also transfer out of BTG the trademarks and other rights and properties described on Schedule 2.1. BTG shall, prior to the Closing, change its corporate name to a name designated by Buyer which shall not include the words Birch Tree or any variation thereof. Despite the transfer of ownership in the name Birch Tree Group and the Birch Tree logo to Seller, Buyer shall have the right following the Closing to dispose in the normal course of business any inventory of BTG bearing such name or logo and Seller shall, at the request of Buyer, furnish to

Buyer such documentation as Buyer may reasonably request to evidence such right.

2.3 Adjustment at Closing. No less than five business days prior to the Closing Seller will deliver to Buyer a statement ("Closing Statement") setting forth Seller's good faith estimate as to the book value of assets and liabilities of BTG, other than tax liabilities and liabilities which Seller has agreed to assume pursuant to Section 6.1, immediately following the Closing computed in accordance with generally accepted accounting principles applied in a manner consistent with prior periods, including an allowance for bad debts computed at the same percentage as that reflected in the December 31, 1987 financial statements and believed by Seller to be adequate, except that inventory other than "Old" Folkways LPs shall be valued on the basis of a December 31 physical inventory at 60% of (i) cost on a FIFO basis (ii) less a reserve for obsolete inventory, and "Old" Folkways LPs shall be valued at 60 cents per LP but not to exceed \$51,000 ("Included Assets and Liabilities"). Obsolete inventory shall mean on an item by item basis, the sum of: 100% of inventory in excess of five times 1988 usage; 75% of inventory in excess of four times 1988 usage but less than five times such usage; 50% of inventory in excess of three times 1988 usage but less than four times such usage; and 25% of inventory in excess of two times 1988 usage but less than three times such usage. The purchase price to be paid at the Closing shall be increased by any

Ex. 81

amount by which the book value of such assets exceeds the book value of such liabilities or decreased by any amount by which the book value of such liabilities exceeds the book value of such assets, as shown in the Closing Statement.

2.4 Post-Closing Adjustment. Buyer and Seller shall cause BTG to prepare, immediately following the Closing, a statement ("Final Statement") of the book value of Included Assets and Liabilities as at the Closing Date, computed in the same manner as used for the Closing Statement and based upon audited figures of BTG at such date, except that if the distribution to BTG from ASCAP normally made in December or early January shall be received by BTG after December 31, the amount thereof shall be included as an asset on the Final Statement. If any taxes payable by Buyer or BTG shall be increased as a result of the receipt of such amount after December 31, 1988, Seller shall promptly reimburse BTG and/or Buyer for the amount of such excess liability. Seller shall furnish such statement (at Seller's cost) to Buyer and Seller within 90 days following the Closing. To the extent that the net amount of such assets and liabilities shown on the Final Statement differs from that shown on the Closing Statement, there shall be an immediate cash adjustment made between the parties, such cash adjustment to be in the amount of such difference with interest at the prime rate of

Citibank, N.A. for the period between the Closing and the date of such adjusting payment. At Seller's expense, the audit of BTG for the fiscal period ended on the Closing Date shall be conducted by Arthur Andersen & Company and the tax returns of BTG for such period shall be prepared by or under the supervision of Arthur Andersen & Company. Buyer's independent auditors shall have the right to participate at Buyer's expense in the audit process and to have all work papers made available to them for review. If such auditors disagree with the book value shown on the Final Statement, Buyer shall give written notice to Seller stating such disagreement in reasonable detail as to amount and the grounds therefor. If such statement is not received by Seller within five business days following delivery of the Final Statement to Buyer, the Final Statement shall be deemed final and binding on all parties. If a notice of disagreement is given within the period specified, Buyer and Seller shall attempt in good faith to resolve such difference. If they are unable to do so within ten business days, the matter shall be submitted to another big eight accounting firm selected by agreement between Arthur Andersen & Co. and Buyer's auditors and the decision of such firm shall be binding on all parties. The cost of such submission shall be shared equally by Buyer and Seller (but each party shall bear its own costs of preparation of such submission).

Ex. 81

2.5 Right to Distribute. Nothing in this agreement shall limit the right of BTG to distribute to Seller prior to the Closing any cash which it may have available.

2.6 Retained Property. Should the parties agree in writing prior to the Closing that BTG will retain any assets which would otherwise be transferred to Seller pursuant to Section 2.2, the parties shall also agree in writing upon appropriate increase in the purchase price to reflect such retention.

ARTICLE 3

CLOSING

The closing of the transactions contemplated hereby (the "Closing") shall be held at the office of Paul, Weiss, Rifkind, Wharton & Garrison, 1285 Avenue of the Americas, New York, New York 10019 at 10:00 A.M. New York City time on December 30, 1988 or at such other place, time or date as Buyer and Seller may mutually agree in writing. The time and date of Closing is herein called the Closing Date.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

4.1 Corporate Existence and Qualification. BTG is a corporation duly organized, validly existing and in good

standing under the laws of the state of Wyoming and is qualified to do business as a foreign corporation and is in good standing in New Jersey and New York, being all jurisdictions in which the nature of the business conducted and property owned by it require such qualification, except for any jurisdictions where the failure so to qualify would not have a material adverse effect upon its condition, financial or otherwise. BTG has all requisite corporate power and authority to own its properties and assets and to conduct business as presently being conducted.

4.2 Certificate of Incorporation and By-Laws. The copies of the Certificate of Incorporation and By-laws of BTG, which have been delivered to Buyer, are correct and complete.

4.3 Authorized Capitalization. The issued and outstanding stock of BTG consists of 953 shares of common stock, par value \$100.00 per share. All of the Shares have been duly authorized and are validly issued, fully paid and nonassessable. The Shares are owned of record and beneficially by Seller, free and clear of all liens, charges and encumbrances. There are no outstanding options, warrants, calls, contracts or other rights to purchase securities of BTG or any securities convertible into securities of BTG.

4.4 Summy K.K. Summy Music K.K. is a corporation organized under the laws of Japan and is validly existing and

in good standing with full corporate power and authority to own its properties and assets and to conduct its business as presently conducted. The authorized capital of Summy K.K. consists of eighty shares, par value ¥50,000, of which twenty shares are issued. All of the issued shares are owned beneficially and of record by BTG free and clear of all liens and encumbrances by BTG. There are no outstanding options, warrants, calls, contracts or other rights to purchase securities of Summy K.K. or any securities convertible into securities of Summy K.K. Summy K.K. is a party to no lease or material contract other than as listed on Schedule 4.4. Summy K.K. has three employees. There are no employment agreements with any such employee or any arrangements which limit Summy K.K.'s ability to terminate such employment, or imposing liability or obligation upon Summy K.K. in connection with any such termination, except as may be required under the laws of Japan generally applicable to companies similarly situated. The aggregate annualized payroll of Summy K.K. does not exceed ¥16,000,000.

4.5 Copyright Registrations. Schedule 4.5 is an accurate list of all copyright registrations in which BTG has an interest relating to "Happy Birthday to You" ("HBTY"), to properties related to the Suzuki Method and to the Frances Clark Library.

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4.6 Trademarks. Schedule 4.6 is an accurate list of all trademark registrations or applications therefor in which BTG has an interest.

4.7 Material Contracts. Schedule 4.7 is an accurate list of all material contracts to which BTG is a party or by which its properties are bound except for (a) an unsigned Agreement dated February 28, 1987 with the Smithsonian Institution relating to "Folkways", (b) leases and other agreements with respect to which the Seller has agreed to discharge all liabilities and to indemnify BTG and the Buyer pursuant to Section 10.1.3, and (c) agreements relating to BTG's rights in copyrights and properties other than (i) Happy Birthday to You, (ii) works related to the Suzuki Method and (iii) the Frances Clark Library. None of such other agreements imposes liability on BTG exceeding \$1,000 for any amounts other than for royalties based on a percentage of sales or income.

4.8 Agreements in Force. BTG is not in material violation of any agreement listed on Schedule 4.7, and, except as reflected on Schedule 4.8, no party to any such agreement has asserted in writing, or to Seller's knowledge orally (other than claims that Seller believes have been satisfactorily resolved or abandoned), any claim that BTG is in material violation or that any such contract is terminable. Buyer understands and agrees that any or all of such

agreements may be terminable in accordance with their terms, or pursuant to reversionary laws of any jurisdiction. BTG has not entered into any arrangements amending or modifying any such agreement in any material way, nor has it voluntarily surrendered any rights under any such agreement.

4.9 No Conflicting Rights. Except as provided in the agreements listed on Schedule 4.7 and except for the rights of authors, composers and copyright holders under other agreements referred to in Section 4.7, no party, to the knowledge of Seller, has any rights which will be violated by, or any right to receive payment as a result of, BTG's use and exploitation after the Closing of any of the copyrights and trademarks listed on Schedules 4.5 and 4.6. Seller has no knowledge of any claim that any such violation has occurred or that any such payments are due.

4.10 Final Statement. The Final Statement shall properly reflect the book value of Included Assets and Liabilities.

4.11 Publisher's Share. BTG's Publisher's Share (as hereinafter defined) from performance rights, synchronization rights and mechanical rights in musical compositions for the three year period ended December 31, 1987 averaged at least \$500,000 per annum, and for the first six months of 1988 amounted to at least \$550,000. For purposes of this paragraph, Publisher's Share means gross receipts net of

amounts retained by sub-publishers less amounts payable with respect to such receipts to authors, composers and other copyright owners or royalty participants, all such amounts being reflected in accordance with generally accepted accounting principles consistently applied.

4.12 Net Revenues. BTG's gross revenues less royalties payable to copyright owners and other royalty participants with respect thereto from sale of print publications computed in accordance with generally accepted accounting principles ("Net Revenues") for the three year period ended December 31, 1987 averaged at least \$2,000,000 per annum, and Net Revenues for the first six months of 1988 amounted to at least \$1,000,000.

4.13 Taxes. BTG and Summy K.K. have filed all tax returns required to be filed by them prior to the date of this Agreement and have paid in full all taxes shown to be due on such returns. Except as reflected on Schedule 4.13, no taxing authority has asserted in writing any tax deficiency that remains unpaid. Except as reflected on Schedule 4.13, no tax return of BTG or Summy K.K. is currently under audit, and no waiver or agreement is in force to extend the time for the assessment of any tax. BTG has not consented under Section 341(f)(1) of the Internal Revenue Code of 1986 (the "Code") to have Section 341(f)(2) of the Code apply to any sale of the stock of BTG.

4.14 No Liens or Encumbrances. Except as reflected on Schedule 4.14, no asset of BTG is subject to any lien or encumbrance other than liens or other encumbrances securing taxes, assessment, governmental charges or levies or claims of landlords not yet due and payable or minor liens or other encumbrances of a character that do not materially impair the value of the assets or property of the company or materially interfere with the use thereof as they are used in the business of BTG. The lien reflected on Schedule 4.14 will be removed of record prior to the Closing.

4.15 Liabilities. Except for liabilities set forth on the Final Statement, the liability referred to in Section 12.1, liabilities for taxes not yet due and liabilities for rent and other expenses for which the Seller has undertaken to indemnify BTG pursuant to Section 10.1.3, BTG will not have as of the Closing any direct or indirect indebtedness or liability.

4.16 Claims and Litigations. Except as set forth on Schedule 4.16, there are no actions, suits or claims or legal, administrative or arbitrable proceedings, pending, or, to the knowledge of BTG or the Seller, threatened against or involving BTG or its assets.

4.17 No Orders and Judgments. There are no outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration

tribunal against or adversely affecting BTG or its assets or business.

4.18 No Implied Representation or Warranty. Seller makes no representations or warranty other than those expressly set forth in this Article 4. Nothing in this agreement shall be interpreted to be a representation or warranty as to the enforceability or validity of any copyright or trademark or BTG's rights therein or thereto.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF BUYER

5.1 Corporate Existence and Authority. Buyer is a corporation duly organized validly existing and in good standing under the laws of Delaware. Buyer has all necessary corporate power and authority to enter into and to carry out this agreement. The execution and consummation of this agreement have been duly authorized by all necessary corporate action. This agreement when executed and delivered will constitute a valid obligation of Buyer enforceable against Buyer in accordance with its terms.

5.2 Purchase for Investment. Buyer is purchasing the Shares for its own account for investment and not with a view to, or for sale in connection with, any distribution. Buyer acknowledges that the Shares have not been registered under the Securities Act of 1933.

5.3 No Restriction. Buyer is subject to no legal restraint of any kind which might affects its right and ability to consummate the transactions provided for herein.

ARTICLE 6
COVENANTS OF SELLER

6.1 Transfer of Properties. Prior to the Closing, except to the extent otherwise agreed upon in writing with Buyer, Seller will cause BTG to transfer out of BTG, by deed or assignment in the nature of a quitclaim and without any provision for contingent or future liability of BTG, the properties to be transferred pursuant to Section 2.2. The transferee shall expressly assume all of BTG's liabilities with respect thereto, and Seller shall use his reasonable best efforts to obtain written releases of BTG from any future liability or obligation under any of the leases or agreements so transferred.

6.2 Employee Termination. Seller will cause BTG to terminate prior to or at the Closing the employment of all BTG employees other than such employees of Summy K.K. as Buyer shall notify Seller by written notice that it wishes to retain, such notice to be given as soon as practicable and in no event later than December 23, 1988, and to satisfy all obligations of every kind to all such employees through the Closing Date, including all liabilities and obligations

Ex. 81

related to such termination. Seller will also cause BTG at Seller's cost to terminate all employee benefit plans (other than any maintained by Summy K.K.) effective at or prior to Closing.

6.3 Insurance. Seller will cause BTG to terminate effective on the Closing Date all insurance policies maintained by BTG other than those relating to Summy K.K.

6.4 Continued Operation. Seller will cause BTG to operate its business through the Closing Date in the ordinary course, taking all reasonable steps to maintain and preserve all of its rights and properties.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATION OF BUYER TO CLOSE

The obligation of the Buyer to enter into and complete the Closing is subject to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by Buyer:

7.1 Representations and Covenants. The representations and warranties of the Seller contained in this agreement shall be true in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. The Seller shall have performed and complied in all material respects with all covenants and

agreements of Seller set forth in this agreement and required to be performed or complied with prior to the Closing Date.

7.2 Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body to restrain, modify or prevent the carrying out of the transactions contemplated hereby.

7.3 Hart-Scott-Rodino. Any applicable requirements of the Hart-Scott-Rodino Act shall have been complied with, including the expiration or termination of any waiting periods required by such act.

7.4 Resignations. Seller shall have provided to Buyer executed resignations of all officers and directors of BTG and, to the extent requested by Buyer, of Summy K.K.

7.5 Certificate of Seller. Seller shall have delivered to Buyer a certificate executed by Seller certifying that to the best of Seller's knowledge, the conditions set forth in Sections 7.1 and 7.2 shall have been complied with.

7.6 Opinion of Counsel. Buyer shall have received an opinion of Paul, Weiss, Rifkind, Wharton & Garrison, counsel to Seller, in form and substance reasonably satisfactory to Buyer.

7.7 Board Approval. The consummation of the transactions provided for herein shall have been approved and authorized by the Boards of Directors of Buyer *AND OF WARNER COMMUNICATIONS INC.*

DEB

Ex. 81

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATION OF SELLER TO CLOSE

8.1 Representations and Covenants. The representations and warranties of the Buyer contained in this agreement shall be true in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. The Buyer shall have performed and complied in all material respects with all covenants and agreements of Buyer set forth in this agreement and required to be performed or complied with prior to the Closing Date.

8.2 Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body to restrain, modify or prevent the carrying out of the transactions contemplated hereby.

8.3 Hart-Scott-Rodino. Any applicable requirements of the Hart-Scott-Rodino Act shall have been complied with, including the expiration or termination of any waiting periods required by such act.

8.4 Opinion of Counsel. Seller shall have received an opinion of Donald E. Biederman, Esq., counsel to Buyer, in form and substance reasonably satisfactory to Seller.

8.5 Board Approval. The consummation of the transactions provided for herein shall have been approved and authorized by the Boards of Directors of Buyer *AND OF WARNER COMMUNICATIONS INC*

Handwritten signature and initials, including 'DEB'.

Ex. 81

ARTICLE 9

TAXES

9.1 Returns. Buyer and Seller shall cooperate in causing BTG to prepare and file in a timely manner all necessary tax returns relating to the fiscal period ending December 31, 1988, such returns to be prepared by or under the supervision of Arthur Andersen & Co. All such returns shall be subject to final approval by Seller.

9.2 Payment. Seller shall furnish to BTG in a manner to be mutually agreed upon the funds necessary to pay all taxes shown to be due upon such returns in excess of accruals for taxes reflected on the Closing Balance Sheet, so that the funds so furnished may be used to pay such taxes simultaneously with the filing of the returns.

9.3 Assessments. Seller shall thereafter furnish to BTG promptly upon demand any amounts required to pay any additional taxes or assessments, including interest, penalties and additions to tax, which may be finally assessed against BTG with respect to any period ended on or before December 31, 1988, including any funds necessary to discharge any tax liens or encumbrances referred to in Section 4.14.

9.4 Refunds. BTG shall pay to Seller promptly upon receipt any amounts received as refunds or adjustment of taxes for any periods ended on or before December 31, 1988.

Ex. 81

9.5 Defense of Claims. In the event that any tax return filed on behalf of BTG for any period ended on or before December 31, 1988 shall be subjected to audit or that any governmental authority shall assert or threaten to assert any claim for any additional tax or assessment, including interests or penalties, with respect to any such period, BTG shall notify Seller promptly and Seller shall have the right to respond to and defend such claim on behalf of BTG with counsel of Seller's selection and at Seller's cost. No settlement or agreement involving the payment of any additional taxes, interest, penalties or additions to tax shall be made by Buyer or BTG without the written consent of Seller, unless Buyer and BTG waive any obligation of Seller under this Agreement with respect to such tax, interest, penalties or additions to tax.

9.6 Tax Elections. Buyer shall hold Seller harmless from and against any liability for the payment of any tax payable as a result of an election that is made or deemed to be made under Section 338 of the Code, or any other provision of federal, state or local tax laws, by Buyer or any affiliate in connection with Buyer's purchase of the Shares.

ARTICLE 10

SURVIVAL OF REPRESENTATIONS AND INDEMNIFICATION

10.1 Survival. All representations, warranties, covenants and agreements of the parties contained in this agreement shall survive the Closing. Each party (the "Indemnifying Party") shall indemnify the other and BTG ("Indemnitee") against any and all losses, liabilities, damages, deficiencies, costs and expenses, including reasonable attorneys' fees (collectively "Losses") arising out of or due to any breach of such Indemnifying Party's representations or warranties contained herein; provided that Seller's liability under this Section is limited by Section 10.3.

10.2 Seller's Additional Indemnities. Seller shall indemnify BTG and Buyer against Losses arising out of or due to:

10.2.1 Any failure of Seller to comply with its obligations under Section 9 hereof.

10.2.2 Any failure of Seller to discharge any obligation pursuant to any agreement or lease transferred to Seller pursuant to Section 6.1 hereof.

10.2.3 The litigations listed as items 1 and 2 on Schedule 4.17 hereof provided that Buyer and BTG shall have afforded to Seller the right to defend such

litigations on behalf of BTG at Seller's expense and with counsel of Seller's selection.

10.3 Limitations. Seller's obligation to indemnify Buyer and BTG with respect to matters referred to in Section 10.1 shall apply only with respect to losses based upon claims asserted by BTG and/or Buyer in writing delivered to Seller on or before June 30, 1990, and Seller's obligations with respect to such matters shall apply only to Losses which in the aggregate exceed \$50,000 ("Basket Deduction").

10.4 Notice and Right to Defend. If an Indemnitee receives notice of the assertion by a person who is not a party to this Agreement of any claim or of the commencement by any such person of any litigation (a "Third Party Claim") with respect to which the Indemnifying Party is obligated to provide indemnification hereunder (without giving effect to the "Basket Amount" limitation), the Indemnitee shall give the Indemnifying Party prompt notice thereof after becoming aware of such Third Party Claim. Such notice shall describe the Third Party Claim in reasonable detail, and shall indicate the amount (estimated if necessary) of the Indemnifiable Loss that has been or may be sustained by the Indemnitee. Such notice shall be a condition precedent to any liability of the Indemnifying Party under the provisions for indemnification contained in the Agreement. The Indemnifying Party may elect to compromise or defend, at such Indemnifying

Party's own expense and by such Indemnifying Party's own counsel, any Third Party Claim, except that if adverse determination of the Third Party Claim would materially and adversely affect the use by Buyer of any material rights or assets acquired hereunder, Buyer shall have the right to defend such Third Party Claim using counsel selected after consultation with Seller and reasonably satisfactory to Seller. Such defense shall be at Seller's expense provided that no charge shall be made for time of employees of Buyer or its affiliates. If the Indemnifying Party elects to compromise or defend any Third Party Claim, it shall within 30 days (or sooner, if the nature of the Third Party Claim so requires) notify the Indemnitee of its intent to do so, and the Indemnitee shall cooperate as may be requested by the Indemnifying Party, at the expense of the Indemnifying Party, in the compromise of, or defense against, such Third Party Claim. If the Indemnifying Party elects not to compromise or defend against the Third Party Claim, or fails to notify the Indemnitee of its election as herein provided, the Indemnitee may pay, compromise or defend such Third Party Claim.

Notwithstanding anything above in this Section, neither the Indemnifying Party nor the Indemnitee may settle or compromise any claim over the objection of the other, provided, that consent to settlement or compromise shall not be unreasonably withheld. In any event, the Indemnitee and the

Ex. 81

Indemnifying Party may each participate, at its own expense, in the defense of such Third Party Claim. If the Indemnifying Party chooses to defend any claim, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the foregoing, if an offer of settlement or compromise is received by the Indemnifying Party with respect to a Third Party Claim and the Indemnifying Party notifies the Indemnitee in writing of the Indemnifying Party's willingness to settle or compromise such Third Party Claim on the basis set forth in such notice and the Indemnitee declines to accept such settlement or compromise, the Indemnitee may continue to contest such Third Party Claim, free of any participation by the Indemnifying Party, at the Indemnitee's sole expense. The obligation of the Indemnifying Party to the Indemnitee with respect to such Third Party Claim shall be equal to the lesser of (i) the amount of the offer of settlement or compromise which the Indemnitee declined to accept plus the costs and expenses of the Indemnitee prior to the date the Indemnifying Party notifies the Indemnitee of the offer to settle or compromise and (ii) the amount the Indemnitee is obligated to pay as a result of the Indemnitee's continuing to contest such Third Party Claim including costs and expenses with respect

thereto; and the Indemnifying Party shall be entitled to recover (by setoff or otherwise) from the Indemnitee any additional expenses incurred by the Indemnifying Party as a result of the Indemnitee's decision to continue to contest such Third Party Claim.

10.5 Indemnification Net of Taxes. The computation of any Loss for which indemnity is provided under this agreement (without regard to the Basket Deduction) shall be made net of tax benefit to the indemnitee realized by virtue of the Loss giving rise to such indemnity. For purposes of the preceding sentence tax benefit will be determined assuming all income of Buyer to be subject to tax at the maximum marginal rates generally applicable to a corporation having a principal place of business at the location as Buyer's, and that Buyer receives a tax benefit of all deductions to which it is entitled at such rates.

ARTICLE 11

TERMINATION

11.1 Rights to Terminate. This Agreement and the transactions contemplated by this Agreement may be terminated or abandoned at any time before the Closing Date:

- (a) by mutual consent of Seller and Buyer;
- (b) by either Seller or Buyer if the Closing shall not have occurred before January 15, 1989.

(c) by Seller if the condition of Closing described in Sections 7.7 and 8.5 shall not have been satisfied on or before December 8, 1988.

11.2 Effect of Termination. If this Agreement is terminated pursuant to Section 11.1, neither party shall have any further obligation to the other, except for damages based upon a willful failure of such party to comply hereafter with its obligations hereunder.

ARTICLE 12

BROKERAGE AND OTHER EXPENSES

12.1 Wertheim Fee. Each of the Buyer and Seller acknowledges that upon completion of the Closing, a fee will become payable to Wertheim Schroder & Co. Incorporated in connection with the transaction. The first \$350,000 of such fee shall be paid by BTG at the Closing and shall not be includable as a liability on the Closing Statement or the Final Statement. To the extent BTG shall have insufficient funds to make such payment, Buyer shall provide BTG with such funds. The balance of such fee, if any, in excess of \$350,000 shall be paid by Seller.

12.2 No Other Broker. Each of the Buyer and Seller represents to the other that no other broker, finder or agent or similar intermediary has acted on its behalf in connection with this Agreement or the transactions contemplated hereby

and that there are no brokerage commissions, finder's fees or similar fees or commissions payable in connection therewith based on any agreement, arrangement or understanding with such person. Each party agrees to indemnify and save BTG and the other party harmless from any claim or demand for any commission or other compensation by any other broker, finder, agent or similar intermediate claiming to have been employed by such indemnitor, or, in the case of the indemnity by the Seller, employed by or on behalf of BTG. The obligation of Seller to indemnify pursuant to this section shall not be subject to the Basket Deduction.

12.3 Other Expenses. Each of the parties shall bear its other expenses in connection with the preparation of this agreement and the consummation of the transactions contemplated hereby.

ARTICLE 13

MISCELLANEOUS

13.1 Further Assurances. Each of the parties shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby. Each party shall use its best efforts to fulfill or obtain the fulfillment of the conditions to the Closing, including, without limitation, the execution and delivery of

any documents or other papers, the execution and delivery of which are conditions precedent to the Closing. Buyer shall cause BTG to make available to Seller such documents and records relating to periods prior to Closing as Buyer may from time to time reasonably request.

13.2 Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, telegraphed or telex sent by certified, registered, or express mail, postage prepaid, and shall be deemed given when so delivered periodically, telegraphed or telexed, or if mailed, two days after the date of mailing, as follows:

(a) if to Buyer, to it at:

9000 Sunset Boulevard
Los Angeles, California 90069

Attention: Senior Vice President
Legal and Business Affairs

with a copy to:

Martin D. Payson, Esq.
General Counsel
Warner Communications Inc.
75 Rockefeller Plaza
New York, New York 10019

(b) if to Seller to:

Mr. David K. Sengstack
Birch Tree Group Ltd.
180 Alexander Street
Princeton, New Jersey 08540

Ex. 81

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison
1285 Avenue of the Americas
New York, New York 10019

Attention: John C. Taylor, 3rd, Esq.

13.3 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) contains the entire agreement among the parties with respect to the purchase of the Shares and related transactions and supersedes all prior agreements, written or oral, with respect thereto.

13.4 Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance.

13.5 Governing Law and Forum. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State. All disputes with respect to the interpretation or enforcement of this Agreement shall be resolved in the State or Federal Courts located in New York County and both parties hereby submit themselves to the jurisdiction of such courts for such purpose.

13.6 No Assignment. This Agreement is not assignable except by operation of law.

13.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13.8 Exhibits and Schedules. The Exhibits and Schedules to this Agreement are a part of this Agreement as if set forth in full herein.

13.9 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WARNER/CHAPPELL MUSIC, INC.
[BUYER]

By Donald E. Biederman
Name: DONALD E. BIEDERMAN
Title: SR. VP, LEGAL + BUSINESS AFFAIRS

By David K. Sengstack
David K. Sengstack

Ex. 81

SCHEDULE 2.1

Early Childhood Education Projects

All the intellectual property and printed resource material included in the Company's Early Childhood Education projects including the following:

The names "Center for Music and Young Children", "Music Together™", "Music Enrichment Program", and "The Sound House" and "CMYC" and any trademarks or service marks, or applications therefor.

Associated typed and written material and ongoing research including original songs, arrangements of traditional works and other copyrighted songs as found on the following cassettes:

Music Enrichment Program #1 Fall 1987
Music Enrichment Program #2 Winter 1988
Music Enrichment Program #3 Spring 1988
Music Together™ #4 Summer 1988

and the following manuscripts and published works:

Joy Yelin manuscript, known as "Movement
that Fits -- Dalcroze/Suzuki"
"Rhythm and Movement" by Elsa Findlay

The name Birch Tree Group and all variations thereof. The name of BTG will be changed before closing.

SCHEDULE 2.1 (Cont.)

BTG TRADEMARK APPLICATIONS AND REGISTRATIONS

COUNTRY	TRADEMARK	CLASSES	APPL. #	APPL. DATE	REG. #	REG. DATE	1ST RENEN.	2ND RENEN.
UNITED STATES	TREE DEVICE (BTG LOGO)	16	429505	06/09/83	1283327	06/26/84	06/26/04	

SCHEDULE 2.1A

NEW PUBLICATIONS - COPYRIGHTS NOT YET REGISTERED

<u>ISBN</u>	<u>Title</u>	<u>Publ. Date</u>
250	Suzuki Viola School, Vol. 5 - piano accomp.	08/29/86
249	Suzuki Viola School, Vol. 5 - viola	07/31/86
360	Suzuki Cello School, Vol. 7 - cello	08/06/87
362	Suzuki Cello School, Vol. 7 - piano accomp.	05/06/88
381	Suzuki Flute School, Vol. 6 - flute	07/31/88
382	Suzuki Flute School, Vol. 6 - piano accomp.	07/31/88
383	Suzuki Flute School, Vol. 7 - flute	07/31/88
384	Suzuki Flute School, Vol. 7 - piano accomp.	07/31/88
290	Suzuki Harp School, Vol. 1	07/15/85
284	My Thoughts on Piano Technique by Haruko Kataoka	07/29/88
297	Thoughts on the Suzuki Piano School by Haruko Kataoka	07/16/85
296	Cello Ensembles by Rick Mooney	05/24/88
450	Troubleshooting the Cassette Player and Tape	12/11/86
344	An Introduction to the Suzuki Method German Edition	01/02/85

NEW PUBLICATIONS (RECORDINGS) - COPYRIGHTS NOT YET REGISTERED

<u>ISBN</u>	<u>Title</u>	<u>Publ. Date</u>
278	Kataoka Performs Suzuki Piano School, Vol. 3 (cassette)	07/31/87
350	Suzuki Violin School, Vol. 1 David Nadien, violin (cassette)	03/26/86
351	Suzuki Violin School, Vol. 2 David Nadien, violin (cassette)	03/26/86
352	Suzuki Violin School, Vol. 3 David Nadien, violin (cassette)	03/26/86
353	Suzuki Violin School, Vol. 4 David Nadien, violin (cassette)	03/26/86
285	Suzuki Harp School, Vol. 1 Mary Kay Waddington, harp (cassette)	07/30/87
333	Suzuki Flute School, Vols. 3-5 Kenji Yamashita, flute Vols. 3 & 4 Marcel Moyse, flute Vol. 5 (cassette)	01/22/88
255	Suzuki Viola School, Vol. 5 William Preucil, viola (cassette)	04/07/88

Ex. 81

917

PENDING PRODUCTION - NOT YET IN PRINT

<u>ISBN</u>	<u>Title</u>
281	String Quartets for Young Ensembles, Vol. 1 by Joseph Knaus (Supplementary Suzuki Materials)
282	String Quartets for Young Ensembles, Vol. 2 by Joseph Knaus (Supplementary Suzuki Materials)
283	String Quartets for Young Ensembles, Vol. 3 by Joseph Knaus (Supplementary Suzuki Materials)
295	Twenty-One Pieces for Violin with Guitar by Thomas Heck (Supplementary Suzuki Materials)
347	Happy Listening Guide by Amy Barlow (Supplementary Suzuki Materials)
662	Adventures in Sound for Piano by Emma Lou Diemer

SCHEDULE 4.4

The Summy K.K. lease expires May, 1989. The monthly rent is Y527,800.

There are no contracts outside the normal royalty contracts with authors and contracts to subpublish.

SCHEDULE 4.5

SUZUKI COPYRIGHTS

<u>ISBN</u>	<u>Title</u>	<u>Copyright Claimant</u>	<u>Date</u>
SUZUKI PIANO SCHOOL			
	Volume 1	Zen-On	2/20/70
	Volume 2	Zen-On	2/20/70
	Volume 3	Zen-On	2/20/70
	Volume 4	Zen-On	2/20/70
099	Volume 5	Zen-On	2/29/72
101	Volume 6	Zen-On	2/29/72
	Volume 7	Zen-On	2/29/72
SUZUKI PIANO SCHOOL, INTERNATIONAL EDITION			
160	Volume 1	Summy-Birchard	3/31/78
161	Volume 2	Summy-Birchard	3/31/78
KATAOKA PERFORMS SUZUKI PIANO SCHOOL			
276	Volume 1	Suzuki Method Int'l div. of BTG	6/1/84
277	Volume 2	Suzuki Method Int'l div. of BTG	11/28/84
SUZUKI VIOLIN SCHOOL			
	Volume 1	Zen-On	11/15/55
	violin w/piano		
	Renewed as work made for hire by Zen-On		11/17/83
	Volume 2	Zen-On	11/15/55
	violin w/piano		
	Renewed as work made for hire by Zen-On		11/17/83
	Volume 3	Zen-On	11/15/55
	violin w/piano		
	Renewed as work made for hire by Zen-On		
	Volume 7	Zen-On	11/15/55
	violin w/piano		
	Renewed as work made for hire by Zen-On		11/17/83
	Volume 8	Zen-On	11/15/55
	violin w/piano		
	Renewed as work made for hire by Zen-On		11/17/83
	Volume 9	Zen-On	11/15/55
	violin w/piano		
	Renewed as work made for hire by Zen-On		11/17/83

Ex. 81

<u>ISBN</u>	<u>Title</u>	<u>Copyright Claimant</u>	<u>Date</u>
	Volume 10 violin w/piano	Zen-On	11/15/55
	Renewed as work made for hire by Zen-On		11/17/83
SUZUKI VIOLIN SCHOOL, REVISED EDITION			
145	Volume 1, violin Volume 1, piano acc.	Zen-On Zen-On	3/10/70 3/10/70
147	Volume 2, violin Volume 2, piano acc.	Zen-On Zen-On	3/10/70 3/10/70
149	Volume 3, violin Volume 3, piano acc.	Zen-On Zen-On	3/10/70 3/10/70
151	Volume 4, violin Volume 4, piano acc.	Zen-On Zen-On	7/7/70 7/7/70
153	Volume 5, violin Volume 5, piano acc.	Zen-On Zen-On	3/10/71 3/10/71
228	Volume 6, violin Volume 6, piano acc. piano accompaniment included in Volume B piano acc.	Zen-On Zen-On	1/20/71 1/20/71
228	Volume 7, violin Volume 7, piano acc. piano accompaniment included in 228 Volume B piano acc.	Zen-On Zen-On	4/27/74 4/27/74
228	Volume 8, violin w/piano piano accompaniment included in 228 Volume B piano acc.	Zen-On	8/20/74
225	Volume 9 violin (w/piano) piano accompaniment included in 228 Volume B piano acc.	Zen-On	5/5/75
226	Volume 10 violin (w/piano) piano accompaniment included in 228 Volume B piano acc.	Zen-On	1976
SUZUKI VIOLIN SCHOOL, INTERNATIONAL EDITION			
144	Volume 1, violin	Summy-Birchard	3/31/78
146	Volume 2, violin	Summy-Birchard	3/31/78
148	Volume 3, violin	Summy-Birchard	3/31/78
150	Volume 4, violin	Summy-Birchard	3/31/78

<u>ISBN</u>	<u>Title</u>	<u>Copyright Claimant</u>	<u>Date</u>
152	Volume 5, violin	Summy-Birchard	3/31/78
154	Volume 6, violin	Summy-Birchard	3/31/78
156	Volume 7, violin	Summy-Birchard	3/31/78
158	Volume 8, violin	Summy-Birchard	3/31/78
SUZUKI VIOLIN SCHOOL, LP RECORDINGS			
334	Volume 1	Zen-On	9/4/79
335	Volume 2	Zen-On	9/4/79
338	Volume 3	Zen-On	9/4/79
339	Volume 4	Zen-On	9/4/79
302	Volume 5	Zen-On	4/23/79
303	Volume 6	Zen-On	4/23/79
304	Volume 7	Zen-On	4/23/79
SUZUKI VIOLIN SCHOOL, DIGITAL RECORDINGS (NADIEN)			
350	Volume 1	Copyright to be registered	
351	Volume 2	Copyright to be registered	
352	Volume 3	Copyright to be registered	
353	Volume 4	Copyright to be registered	
SATO CELLO SCHOOL			
	Volume 1, cello w/piano acc.	Zen-On	11/15/55
	Renewed as a work made for hire by Zen-On		11/17/83
	Volume 2, cello w/piano acc.	Zen-On	9/20/68
	Volume 3, cello w/piano acc.	Zen-On	11/15/70
	Volume 5, cello w/piano acc.	Zen-On	9/20/72
SUZUKI METHOD SATO CELLO SCHOOL			
	Volume 1, cello assigned to Zen-On 3/7/73	Summy-Birchard	7/18/69
	Volume 1, piano assigned to Zen-On 3/7/73	Summy-Birchard	7/18/69
	Volume 2, cello assigned to Zen-On 3/7/73	Summy-Birchard	7/18/69
SUZUKI CELLO SCHOOL			

<u>ISBN</u>	<u>Title</u>	<u>Copyright Claimant</u>	<u>Date</u>
257	Volume 1, cello International Edition	Summy-Birchard; SAA Cello Comm.	7/10/79
258	Volume 2, cello International Edition	Summy-Birchard; SAA Cello Comm.	7/10/79
259	Volume 3, cello International Edition	Summy-Birchard; SAA Cello Comm.	7/10/79
266	Volume 4, cello	Zen-On	3/31/83
267	Volume 5, cello	Zen-On	8/12/83
268	Volume 6, cello	Zen-On	3/15/84
360	Volume 7, cello	Copyright to be registered	
263	Volume 1, piano acc.	Zen-On	6/22/82
264	Volume 2, piano acc.	Zen-On	6/11/82
265	Volume 3, piano acc.	Zen-On	2/9/83
269	Volume 4, piano acc.	Zen-On	5/31/83
270	Volume 5, piano acc.	Zen-On	10/3/83
271	Volume 6, piano acc.	Zen-On	5/1/84
360	Volume 7, piano acc.	Copyright to be registered	
SUZUKI CELLO SCHOOL, LP RECORDINGS			
215	Volume 1 International Edition	Summy-Birchard; SAA Cello Comm.	7/10/79
216	Volume 2 International Edition	Summy-Birchard; SAA Cello Comm.	7/10/79
217	Volume 3 International Edition	Summy-Birchard; SAA Cello Comm.	7/10/79
SUZUKI CELLO SCHOOL, CASSETTE RECORDINGS			
222	Volume 1 International Edition	Summy-Birchard; SAA Cello Comm.	7/10/79
223	Volume 2 International Edition	Summy-Birchard; SAA Cello Comm.	7/10/79
224	Volume 3 International Edition	Summy-Birchard; SAA Cello Comm.	7/10/79
272	Volume 4 Certificate corrected to Zen-On 1/11/85	Suzuki Method Int'l div. of BTG	11/15/84
273	Volume 5 Certificate corrected to Zen-On 1/11/85	Suzuki Method Int'l div. of BTG	11/15/84

Ex. 81

<u>ISBN</u>	<u>Title</u>	<u>Copyright Claimant</u>	<u>Date</u>
274	Volume 6 Certificate corrected to Zen-On 1/11/85	Suzuki Method Int'l div. of BTG	11/15/84
SUZUKI VIOLA SCHOOL			
241	Volume 1, Viola	Zen-On	11/19/81
242	Volume 2, Viola	Zen-On	6/9/82
243	Volume 3, Viola	Zen-On	1/23/83
244	Volume 4, Viola	Zen-On	3/24/83
249	Volume 5, Viola	Copyright to be registered	
245	Volume A, Piano acc.	Zen-On	2/26/82
246	Volume 3, Piano acc.	Zen-On	4/19/83
275	Volume 4, Piano acc.	Zen-On	6/8/83
250	Volume 5, Piano acc.	Copyright to be registered	
SUZUKI VIOLA SCHOOL, LP RECORDINGS			
247	Volume 1	Summy-Birchard	8/26/80
248	Volume 2	Summy-Birchard	8/26/80
SUZUKI VIOLA SCHOOL, CASSETTE RECORDINGS			
251	Volume 1	Summy-Birchard	8/26/80
252	Volume 2	Summy-Birchard	8/26/80
253	Volume 3	Summy-Birchard	5/20/83
254	Volume 4	Summy-Birchard	5/20/83
TAKAHASHI FLUTE SCHOOL (SUZUKI)			
165	Volume 1,	Zen-On	10/25/71
166	Flute & piano (same certificate)		
167	Volume 2,	Zen-On	10/25/71
168	Flute & piano (same certificate)		
169	Volume 3,	Zen-On	1971
170	Flute & piano (same certificate)		
171	Volume 4,	Zen-On	7/25/74
172	Flute & piano (same certificate)		
173	Volume 5,	Zen-On	11/25/76
174	Flute & piano (same certificate)		
SUZUKI FLUTE SCHOOL, RECORDINGS			
333	Volumes 3, 4, 5	Zen-On	1/1/78

<u>ISBN</u>	<u>Title</u>	<u>Copyright Claimant</u>	<u>Date</u>
	SUZUKI HARP SCHOOL		
290	Volume 1	Copyright to be registered	
	SUZUKI HARP SCHOOL, CASSETTE RECORDINGS		
285	Volume 1	Copyright to be registered	
	SUPPLEMENTARY MATERIALS		
	SUZUKI VIOLIN SCHOOL STRING ORCHESTRA ACCOMPANIMENTS TO SOLOS FROM VOLUMES 1 & 2		
		Summy-Birchard John Kendall/Paul Schwartz	8/7/74
318	Score		
319	Violin 1		
320	Violin 2		
321	Viola		
322	Cello		
323	Bass		
	DUETS FOR TWO VIOLINS	Zen-On	7/25/68
	Original version		
093	Revised Edition	Zen-On	8/20/71
262	EASY BAROQUE DUETS FOR VIOLIN	Summy-Birchard	1/19/84
306	HOME CONCERT		
307			
	Volume 1	Zen-On	6/17/58
	Renewed as work made for hire by Zen-On		1/2/86
	Violin and piano		
	Revised Edition	Zen-On	4/20/72
	Volume 2	Zen-On	9/23/58
	Renewed as work made for hire by Zen-On		1/2/86
	Violin and piano		
	Revised Edition	Zen-On	4/20/72
213	NOTE READING FOR VIOLIN	Zen-On	3/1/85
	POSITION ETUDES		
	Original version	Zen-On, empl. for hire of Shinichi Suzuki	11/15/55

Ex. 81

<u>ISBN</u>	<u>Title</u>	<u>Copyright Claimant</u>	<u>Date</u>
096	Revised Edition	Zen-On	6/26/73
095	QUINT ETUDES	Zen-On	4/1/76
740	SONGS FOR CHILDREN OF THE WORLD	Suzuki Method Int'l div. of BTG	11/28/84
214	TONALIZATION	Zen-On	3/1/85

Ex. 81

ISBN Title	Copyright Claimant	Date
FRANCES CLARK		
CONTEMPORARY PIANO LITERATURE		
Book 1	Clayton F. Summy Co. empl. for hire of Frances Clark	06/02/55
	Renewed as a work made for hire by Birch Tree Group	07/20/83
107 Book 1, Revised Edition	Summy-Birchard Co.	03/09/61
108 Book 2	Clayton F. Summy Co. empl. for hire of Frances Clark	06/02/55
	Renewed as a work made for hire by Birch Tree Group	07/20/83
109 Book 3	Summy Publishing Co.	04/26/57
	Renewed by Frances Clark, Louise Goss, Adele de Leeuw Assigned to Birch Tree Group	06/03/85
109 Book 4	Summy Publishing Co.	04/26/57
	Renewed by Frances Clark, Louise Goss, Adele de Leeuw Assigned to Birch Tree Group	06/03/85
110 Book 5	Summy Publishing Co.	06/21/57
	Renewed by Frances Clark, Louise Goss, Adele de Leeuw Assigned to Birch Tree Group	06/03/85
110 Book 6	Summy-Birchard Publ.	11/01/57
	Renewed by Frances Clark, Louise Goss, Adele de Leeuw Assigned to Birch Tree Group	06/03/85
104 INDIA: RAGA FOR THE PIANO	Summy-Birchard Music div. of Birch Tree Group	07/31/81

ISBN	Title	Copyright Claimant	Date
JAZZ & BLUES			
113	Book 5	Summy-Birchard Co.	06/14/63
113	Book 6	Summy-Birchard Co.	06/14/63
103	KEYBOARD MUSICIAN	Summy-Birchard Co.	08/10/76
103	KEYBOARD MUSICIAN, V. II	Summy-Birchard Music div. of Sumco Corp.	1978
KEYBOARD THEORY			
115	Book 1	Summy-Birchard Co.	06/16/65
116	Book 2	Summy-Birchard Co.	06/16/65
117	Book 3	Summy-Birchard Co.	06/16/65
118	Book 4	Summy-Birchard Co.	06/16/65
119	Book 5	Summy-Birchard Co.	01/05/66
119	Book 6	Summy-Birchard Co.	04/28/66
LOOK & LISTEN			
176	Part A	Summy-Birchard Co.	05/31/62
177	Part B	Summy-Birchard Co.	05/18/62
178	Part C	Summy-Birchard Co.	05/31/62
179	Part D	Summy-Birchard Co.	05/31/62
MUSIC TREE			
120	Time to Begin	Summy-Birchard Co.	06/28/73
121	Part A	Summy-Birchard Co.	06/28/73
122	Part B	Summy-Birchard Co.	06/28/73
123	Part C	Summy-Birchard Co.	06/28/73
124	Teaching the Music Tree	Summy-Birchard Co.	06/28/73

ISBN	Title	Copyright Claimant	Date
PENCIL PLAY			
184	Part A	Summy-Birchard Co.	06/01/62
184	Part B	Summy-Birchard Co.	06/01/62
185	Part C	Summy-Birchard Co.	08/27/62
185	Part D	Summy-Birchard Co.	09/12/62
PIANO LITERATURE OF THE 17th, 18th & 19th Centuries			
	Book 1	Clayton F. Summy Co.	07/08/54
	Renewed by Frances Clark & Louise Goss		05/24/82
	Assigned to Birch Tree Group Ltd.		
125	Book 1, New Edition	Summy-Birchard Co.	12/01/64
126	Book 2	Clayton F. Summy Co.	06/28/54
	Renewed by Frances Clark & Louise Goss		05/24/82
	Assigned to Birch Tree Group		
127	Book 3	Clayton F. Summy Co.	06/28/54
	Renewed by Frances Clark & Louise Goss		05/24/82
	Assigned to Birch Tree Group		
127	Book 4A	Summy-Birchard Publ.	08/01/57
	Renewed by Frances Clark & Louise Goss		05/03/85
	Assigned to Birch Tree Group		
127	Book 4B	Summy-Birchard Publ.	08/01/57
	Renewed by Frances Clark & Louise Goss		05/03/85
	Assigned to Birch Tree Group		
128	Book 5A	Summy Publishing Co.	12/31/56
	Renewed by Frances Clark & Louise Goss		11/01/84
	Assigned to Birch Tree Group		
129	Book 5B	Summy Publishing Co.	07/05/57
	Renewed by Frances Clark & Louise Goss		05/03/85
	Assigned to Birch Tree Group		

ISBN	Title	Copyright Claimant	Date
128	Book 6A	Summy-Birchard Publ.	06/27/58
	Renewed by Frances Clark & Louise Goss		01/02/86
	Assigned to Birch Tree Group		
130	Book 6B	Summy Publishing Co.	12/17/56
	Renewed by Frances Clark & Louise Goss		11/01/84
	Assigned to Birch Tree Group		

PIANO TECHNIC

131	Book 1	Clayton F. Summy Co.	07/01/54
	Renewed by Frances Clark & Louise Goss		05/24/82
	Assigned to Birch Tree Group		
132	Book 2	Clayton F. Summy Co.	01/27/55
	Renewed by Frances Clark & Louise Goss		07/20/83
	Assigned to Birch Tree Group		
133	Book 3	Clayton F. Summy Co.	06/24/55
	Renewed by Frances Clark, Louise Goss, Marion McArtor		07/20/83
	Assigned to Birch Tree Group		
134	Book 4	Summy-Birchard Publ.	06/24/60
	Renewal application by Frances Clark, Louise Goss, David Kraehenbuehl; assigned to Birch Tree Group		
135	Book 5	Summy-Birchard Publ.	10/10/60
	Renewed by Frances Clark, Louise Goss, David Kraehenbuehl; Assigned to Birch Tree Group		04/11/88
136	Book 6	Summy-Birchard Publ.	11/11/60
	Renewed by Frances Clark, Louise Goss, David Kraehenbuehl; Assigned to Birch Tree Group		04/11/88

PLAYTIME

137	Part A	Summy-Birchard Co.	08/20/76
138	Part B	Summy-Birchard Co.	08/20/76
139	Part C	Summy-Birchard Co.	08/20/76

ISBN	Title	Copyright Claimant	Date
READER (LOOK & LISTEN)			
186	Part A	Summy-Birchard Co.	06/05/69
186	Part B	Summy-Birchard Co.	06/05/69
187	Part C	Summy-Birchard Co.	07/15/70
187	Part D	Summy-Birchard Co.	07/15/70
188	RICHES OF RAG	Summy-Birchard Co.	08/20/76
SUPPLEMENTARY SOLOS (Includes JAZZ & BLUES, STUDENT'S CHOICE, Selected Solos)			
140	LEVELS 3 & 4	Summy-Birchard Co.	05/20/74
STUDENTS CHOICE			
105	Set 1	Summy-Birchard Co.	07/13/70
106	Set 2	Summy-Birchard Co.	07/13/70
140	Set 3	Summy-Birchard Co.	07/13/70
140	Set 4	Summy-Birchard Co.	06/07/72
JAZZ & BLUES			
105	Book 1	Summy-Birchard Co.	05/15/63
106	Book 2	Summy-Birchard Co.	05/15/63
140	Book 3	Summy-Birchard Co.	05/15/63
140	Book 4'	Summy-Birchard Co.	05/15/63
TECHNIC TIME			
189	Part A	Summy-Birchard Co.	02/06/74
	Part B	Summy-Birchard Co.	02/06/74
	(Part B currently not on stock list)		
THEMES FROM MASTERWORKS			
	Original Edition	Summy-Birchard Co.	05/23/63
191	Book 1	Summy-Birchard Co.	05/07/70
192	Book 2	Summy-Birchard Co.	05/07/70
193	Book 3	Summy-Birchard Co.	08/04/70

ISBN Title	Copyright Claimant	Date
TUNE TIME		
194 Part A	Summy-Birchard Co.	01/29/74
195 Part B	Summy-Birchard Co.	02/11/74
TWO AT ONE PLANO		
141 Book 1	Summy-Birchard Co.	06/05/69
142 Book 2	Summy-Birchard Co.	06/12/72
143 Book 3	Summy-Birchard Co.	06/16/76
WRITE AND PLAY TIME		
196 Part A	Summy-Birchard Co.	02/06/74
Part B (Part B currently not on stock list)	Summy-Birchard Co.	02/06/74
FRANCES CLARK LIBRARY TITLES NOT ON STOCK LIST		
BLUES MOTIF	Summy-Birchard Co.	06/11/71
BUCCANEER	Summy-Birchard Co.	06/11/71
BUGLER'S HOLIDAY	Summy-Birchard Co.	06/05/69
CEREMONIAL Assigned to Summy-Birchard Co.	New School for Music Study	07/20/66
COUPLES ONLY	Summy-Birchard Co.	08/12/76
COWBOY SONG	Summy-Birchard Co.	07/13/70
DISTANT CHIMES	Summy-Birchard Co.	06/05/69
THE DRUNKEN SAILOR	Summy-Birchard Publ.	06/02/61
ELEGY Assigned to Summy-Birchard Co.	New School for Music Study	07/20/66

Ex. 81

ISBN Title	Copyright Claimant	Date
ECOSSAISES Assigned to Summy-Birchard Co.	New School for Music Study	07/20/66
FRONTIER TOWN	Summy-Birchard Co.	06/05/69
GRAND MARCH Assigned to Summy-Birchard Co.	New School for Music Study	07/20/66
LOOK & LISTEN, PILOT EDITION		
Part A	Summy-Birchard Publ.	08/21/61
Part B	Summy-Birchard Publ.	08/21/61
Part C	Summy-Birchard Publ.	09/01/61
Part D	Summy-Birchard Publ.	09/08/61
MINUETTO Assigned to Summy-Birchard Co.	New School for Music Study	07/20/66
MUSIC WORKBOOK		
Book 1A Renewed by Frances Clark & Louise Goss Assigned to Birch Tree Group	Summy-Birchard Publ.	08/08/57 12/30/85
Book 1A, Revised	Summy-Birchard Co.	11/06/74
Book 1B Renewed by Frances Clark & Louise Goss Assigned to Birch Tree Group	Summy-Birchard Publ.	08/08/57 12/30/85
Book 1B, Revised	Summy-Birchard Co.	02/06/74
Book 2 Renewed by Frances Clark & Louise Goss Assigned to Birch Tree Group	Summy-Birchard Publ.	08/09/57 05/03/85
Book 2, Revised	Summy-Birchard Co.	11/06/74
Book 3 Renewed by Frances Clark & Louise Goss Assigned to Birch Tree Group	Summy-Birchard Publ.	02/13/58 01/02/86

ISBN Title	Copyright Claimant	Date
NIGHT CLOUDS Assigned to Summy-Birchard Co.	New School for Music Study	07/20/66
NOTTURNO Assigned to Summy-Birchard Co.	New School for Music Study	07/20/66
PAGODA Assigned tto Summy-Birchard Co.	New School for Music Study	07/20/66
PLAYTIME	Summy-Birchard Co.	06/05/69
PLAYTIME TWO	Summy-Birchard Co.	06/15/71
SONATINA #1	Summy-Birchard Co.	06/14/71
SONATINA #2	Summy-Birchard Co.	06/14/71
SPANISH SERENADE Assigned to Summy-Birchard Co.	New School for Music Study	07/20/66
SPANISH WALTZ Assigned to Summy-Birchard Co.	New School for Music Study'	07/20/66
TEN LITTLE INDIANS	Summy-Birchard Publ.	06/02/61
THEORY, PILOT EDITION		
Book 1	Summy-Birchard Co.	08/09/63
Book 2	Summy-Birchard Co.	08/09/63
Book 3	Summy-Birchard Co.	08/09/63
Book 4	Summy-Birchard Co.	11/14/63
TWINKLE, TWINKLE, LITTLE STAR, 6h/1p	Summy-Birchard Co.	03/22/62
WAYFARING STRANGER, 6h/1p	Summy-Birchard Publ.	06/05/61
WHEN JOHNNY COMES MARCHING HOME Assigned to Birch Tree Group	New School for Music Study	07/20/66

Ex. 81

HAPPY BIRTHDAY TO YOU

<u>Title</u>	<u>Copyright Claimant</u>	<u>Date</u>
"Good Morning to All"	Clayton F. Summy Company	October 13, 1893
"Good Morning to All"	Clayton F. Summy Company	7/28/21
"Good Morning to All" renewal	Jessica M. Hill	9/3/21
"Happy Birthday! March" renewed	Clayton F. Summy Company	12/27/34 1/22/62
"Happy Birthday to You" (Two registrations - both renewed 12/6/62 Nos. 306185 and 306186)	Clayton F. Summy Company	12/6/35
"Happy Birthday" - band parts renewed Assigned to Summy-Birchard Company	Charles Lee Hill	4/9/48 5/22/75 7/11/85
"Happy Birthday" renewed	Summy-Birchard Company	12/9/48 12/19/75
"Happy Birthday to You"	Summy-Birchard Company division of Birch Tree Group Ltd.	7/11/79

SCHEDULE 4.6

11/22/88

SUZUKI TRADEMARK APPLICATIONS AND REGISTRATIONS

COUNTRY	TRADEMARK	CLASSES	APPL. #	APPL. DATE	REG. #	REG. DATE	1ST RENEW.	END RENEW.
AUSTRALIA	SUZUKI	16	359805	05/04/81	B-359805	05/04/81	05/04/88	05/04/02
AUSTRIA	SUZUKI	9, 16, 41	AM 1007/81	06/01/81	98176	11/10/81	11/30/91	
BENELUX	SUZUKI & Wheel Device	9, 16, 41	667594 691029	07/25/84 01/05/87	401771 425459	07/25/84 01/05/87	07/25/94 01/05/97	
BERMUDA	SUZUKI & Wheel Device	16, 9	5539 5538	08/16/84 08/16/84	10272 10263	08/20/84 08/20/84	08/20/91 08/20/91	
BRAZIL	SUZUKI	16, 20	810595672	08/21/81	810595672	05/17/83	05/17/93	
CANADA	SUZUKI & Wheel Device	(9, 16, 41)	525280	07/16/84	343332	08/05/88	08/05/03	
CHINA/TAIWAN	SUZUKI	56	(70)14972	05/21/81	165878	12/16/81	12/16/91	
CHINA/PRC	SUZUKI	14, 63	10706	05/16/84	221304	02/27/85	02/26/95	
COLOMBIA	SUZUKI & Wheel Device	9, 16, 41	235297 235298 235299	07/31/84 07/31/84 07/31/84				
CZECHOSLOVAKIA	SUZUKI & Wheel Device	9, 16, 41	NONE	08/20/84	166222	08/20/84	08/20/94	
EAST GERMANY	SUZUKI & Wheel Device	9, 16	W55185	08/03/84	644798	08/03/84	09/03/94	
ECUADOR	SUZUKI & Wheel Device	9, 16, 41	4634 4635 4636	08/14/84 08/14/84 08/14/84	966/85 1023/85 68/85	03/14/85 03/27/85 03/14/85	03/14/90 03/27/90 03/14/90	
FINLAND	SUZUKI & Wheel Device	16, 41	4359/85	12/13/85	99770	11/05/87	11/05/97	

Ex. 81

SUZUKI TRADEMARK APPLICATIONS AND REGISTRATIONS

Page Two

COUNTRY	TRADEMARK	CLASSES	APPL. #	APPL. DATE	REG. #	REG. DATE	1ST RENEW.	2ND RENEW.
FRANCE	SUZUKI	9, 16, 41	563252	06/24/80	1140341	06/24/80	06/24/90	
GERMANY (W.)	SUZUKI	3, 9, 15, 16, 20, 21	980282	07/10/78	980202	07/10/78	07/10/88ap	
	SUZUKI	41			1012104	04/02/79	04/02/89	
HONG KONG	SUZUKI & Wheel Device	9 16	2406/84 3173/84	07/31/84 10/10/84	B1728/1988	10/10/84	10/10/91	
HUNGARY	SUZUKI & Wheel Device	9, 16, 41	1230/84	08/06/84	124690	09/06/84	09/06/94	
ICELAND	SUZUKI & Wheel Device	9, 16, 41	368/1984	07/25/84	215/85	05/06/85	05/06/95	
IRELAND	SUZUKI & Wheel Device	9 16	2277/84 2278/84	07/25/84 07/25/84	B113792 B113793	07/25/84 07/25/84	07/25/91 07/25/91	
ISRAEL	SUZUKI & Wheel Device	9 16 41	59291 59292 59293	08/02/84 08/02/84 08/02/84				
KOREA	SUZUKI & Wheel Device	112	806/1984	07/25/84	5696	12/03/85	12/03/95	
	SATO & Wheel Device	52	11325/84	07/25/84	120528	12/04/85	12/04/95	
	Wheel Device	52	87-23275	12/08/87				
	Wheel Device	52	87-23276	12/08/87				
MALAYSIA	SUZUKI & Wheel Device	9 16	MA/3679/84 MA/3680/84	08/09/84 08/09/84				
MEXICO	SUZUKI	38 26	186808 245995	06/30/81 03/01/85	265090 310499	06/30/81 03/01/85	03/30/91 withdrawn	
NEW ZEALAND	SUZUKI	16 41	137041 183819	05/06/81 05/17/88	B137041	05/06/81	05/06/88	05/06/02

Ex. 81

SUZUKI TRADEMARK APPLICATIONS AND REGISTRATIONS

Page Three

COUNTRY	TRADEMARK	CLASSES	APPL. #	APPL. DATE	REG. #	REG. DATE	1ST RENEW.	END RENEW.
NORWAY	SUZUKI & Wheel Device	9, 16, 41	0407/86	01/29/86	128681	05/07/87	05/07/97	
PORTUGAL	SUZUKI & Wheel Device	9	226302	07/31/84				
		16	226303	07/31/84				
		41	226304	07/31/84				
SINGAPORE	SUZUKI & Wheel Device	9	S/4115/84	08/03/84				
		16	S/4116/84	08/03/84				
SOUTH AFRICA	SUZUKI & Wheel Device	9	6593/84	07/26/84	6593/84	07/26/84	07/26/94	
		16	6594/84	07/26/84	6594/84	07/26/84	07/26/94	
		41	6595/84	07/26/84	6595/84	07/26/84	07/26/94	
SPAIN	SUZUKI	16	975232	05/12/81	975232	06/05/82	06/05/92	
		41	1058851	01/31/84	1058851	04/17/85	04/17/95	
SWEDEN	SUZUKI & Wheel Device	9, 16, 41	0919/86	02/04/86				
		16	2773	05/19/81	216139	05/19/81	05/19/91	
SWITZERLAND	SUZUKI	16						
		16	1153450	05/01/81	B1153450	05/01/81	05/01/88	05/01/92
UNITED KINGDOM	Wheel Design	9, 16	493815	08/08/84	1356347	08/27/85	08/27/95	
		9, 16	507871	11/08/84				
		16	511283	11/30/84				
VENEZUELA	SUZUKI	38	4009/81	05/12/81	109771-F	08/17/84	08/17/99	
		16, 41	2440/84	08/15/84				
YUGOSLAVIA	SUZUKI & Wheel Design	16, 41						

Ex. 81

FRANCES CLARK TRADEMARK APPLICATIONS AND REGISTRATIONS

COUNTRY	TRADEMARK	CLASSES	APPL. #	APPL. DATE	REG. #	REG. DATE	1ST RENEW.	END RENEW.
CANADA	FRANCES CLARK	Music Instruction Books	363337	04/10/73	201725	09/13/74	09/13/89	
JAPON	FRANCES CLARK	26		08/21/74	1310777	11/14/77	08/14/87	
UNITED STATES	FRANCES CLARK	38 (Music Instruction Books)	149421	07/19/62	751760	06/25/63	06/25/83	06/25/03
	MUSIC TREE	16	136103	09/16/77	1130341	02/05/80	02/05/00	
	MUSIC TREE DESIGN	16	452762	11/15/83	1298797	10/02/84	10/02/04	

OTHER TRADEMARK APPLICATIONS AND REGISTRATIONS

COUNTRY	TRADEMARK	CLASSES	APPL. #	APPL. DATE	REG. #	REG. DATE	1ST RENEW.	END RENEW.
UNITED STATES	THE PIANO TEACHER	38	64503	12/17/58	690566	12/29/59	12/29/79	12/29/99

BTG TRADEMARK APPLICATIONS AND REGISTRATIONS

COUNTRY	TRADEMARK	CLASSES	APPL. #	APPL. DATE	REG. #	REG. DATE	1ST RENEW.	END RENEW.
UNITED STATES	TREE DEVICE (BTG LOGO)	16	429505	06/09/83	1283327	06/26/84	06/26/04	

SCHEDULE 4.7

MATERIAL CONTRACTS

SUZUKI

December 25, 1973	Suzuki and Zen-On
August 30, 1974	Zen-On and Birch Tree Group Sub-publishing Agreement
March 21, 1979	Letter Amendment to August 30, 1974 Sub-publishing Agreement
March 23, 1979	Amendment to August 30, 1974 Sub-publishing Agreement
March 23, 1979	Letter Amendment to August 30, 1974 Sub-publishing Agreement directing Birch Tree to pay the author's share of the royalties directly to Suzuki
February 10, 1981	Amendments to the Birch Tree/Zen-On
February 24, 1981	Sub-publishing Agreement
October 15, 1982	Assignment from Zen-On to Birch Tree (not yet approved by Suzuki/TERI)

FRANCES CLARK LIBRARY

July 7, 1961	"Royalty Contract" by and among Summy-Birchard Publishing Company, Frances Clark and Louise L. Goss
September 17, 1964	Amendment to July 7, 1961 "Royalty Contract" (adding new works)
January, 1968	Settlement Agreement
January 10, 1968	Amendment to July 7, 1961 "Royalty Contract"
October 15, 1969	Amendment to July 7, 1961 "Royalty Contract" (adding new works)
January 13, 1970	Amendment to January 10, 1968 Agreement (amending July 7, 1961 "Royalty Contract")

August 19, 1970 Amendment to January 10, 1968 Agreement
(amending July 7, 1961 "Royalty Contract")

SUB-PUBLISHING AGREEMENT

September 1, 1982 Birch Tree Group, Ltd. and Birch Tree
Japan K.K. (now Summy K.K.) sub-publishing
for the territory of Japan

"HAPPY BIRTHDAY TO YOU"

May 10, 1939 Agreement between Clayton F. Summy Company
and Keith Prowse & Co., Ltd. regarding
"Good Morning to All" and "Happy Birthday
to You"

October 16, 1944 Assignment from Patty S. Hill and Jessica
M. Hill to the Hill Foundation and Assign-
ment from the Hill Foundation to Clayton
F. Summy and Company

October 16, 1944 Agreement between The Hill Foundation,
Inc., Patty S. Hill, Jessica M. Hill, and
Clayton F. Summy Company.

October 30, 1953 Letter from Keith Prowse & Co., Ltd. to
David L. Sengstack confirming October 26,
1953 letter from Sengstack re: extension
of territory to the "Continent of Europe"

DISTRIBUTION AGREEMENTS

July 31, 1987 Distribution agreement between Birch Tree
Group, Ltd. and Prestige Publications

FOREIGN SUBDISTRIBUTION AGREEMENTS

September 1, 1987 Musigraphic Publishers Limited for the terri-
tory of United Kingdom and Ireland (exclusive)
and EEC countries (nonexclusive)

July 1, 1987 Zephyr Music Pty. Ltd. for the territory of
Australia, New Zealand and Singapore

October 27, 1987

B. Schott's Sohne Music Publishers for the territory of West Germany, Switzerland and Austria

August 1, 1988

Procura Music AB for the territory of Sweden, Norway, Iceland and Denmark

INSURANCE

July 1, 1985

Travelers Group Insurance for medical and dental coverage and life insurance

Undated

Unionmutual Ins. Co. of America for long term disability coverage

SCHEDULE 4.8

Claims and Irregularities

Seller has notified Buyer:

1. Of a letter from Frances Clark and Louise Goss to David K. Sengstack dated November 3, 1988.
2. That TEI has not cashed the last three royalty checks forwarded to it.

SCHEDULE 4.13

Tax Audits

The City of New York has requested further information concerning BTG's 1985 and 1986 tax returns.

SCHEDULE 4.14

Liens

United Jersey Bank holds a lien on BTG's furniture, fixtures, inventory, accounts receivable and ASCAP rights to secure a line of credit of \$400,000. No indebtedness on such line of credit is now outstanding and none will be incurred through the Closing.

SCHEDULE 4.16

Litigation

Following are summaries of current or unresolved Birch Tree Litigation:

1. Accountemps Division of Robert Half of Philadelphia, Inc. v. Birch Tree Group Limited. Accountemps, an unlicensed entity, has filed a suit in New Jersey claiming the Company owes Accountemps an employment agency commission in the amount of \$12,000. The total amount in dispute, including interest and attorneys' fees, is approximately \$26,000. The case is now pending in New Jersey Supreme Court and counsel handling the matter advises that, although the case is one of first impression in New Jersey, they believe the Company has meritorious defenses.

2. Patricia Winter v. Birch Tree and Sengstack, et. al. Plaintiff filed a 1984 claim based on an alleged oral employment agreement. Plaintiff has taken no action since.

3. Kenko Aoki has filed trademark applications for the Suzuki name in the United States, Germany, Spain and possibly in other jurisdictions. The applications were rejected in Germany and Spain, and to Seller's knowledge, none has been granted in any jurisdiction. Aoki assigned his

interest in the United States application to Mr. and Mrs. Suzuki, who have not pressed the application.

4. Various Suzuki Associations have claimed service marks in the Suzuki name, but to Seller's knowledge, none have been registered.