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U.S. Department of Commerce
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TRADEMARK

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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
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Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 11 12 1999

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 11 12 1999

Name: Akai Electric Co., Ltd.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[X] Other: Joint stock company

[X] Citizenship/State of Incorporation/Organization: Japan

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Akai Musical Instrument Corporation

DBA/AKA/TA:

Composed of:

Address (line 1): 4710 Mercantile Drive

Address (line 2):

Address (line 3): Fort Worth (City) Texas U.S.A. (State/Country) 76161 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: Texas

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01 FC:481 40.00 OP
02 FC:482 75.00 OP

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 214.651.5066

Name Jeffrey M. Becker

Address (line 1) 901 Main Street

Address (line 2) Suite 3100

Address (line 3)

Address (line 4) Dallas, Texas 75202-3789

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1423695	2252879	
			2188049		
			2100472		

Number of Properties

Enter the total number of properties involved. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 115.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 08-1394

Authorization to charge additional fees: Yes [X] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jeffrey M. Becker — Jeffrey M. Becker — 6/16/2000

Name of Person Signing — Signature — Date Signed

SCHEDULE 1

TRADEMARK PORTFOLIO

A. Registered Marks:

Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods Covered
AKAI	Benelux	685393	July 15, 1986	424971		Kl 9 computers en computerrandapparatuur alsmede hulpstukken en -apparatuur hiervoor, namelijk beinvloeders, signaalverwerkers, signaalopwekkers, schijfaandrijvingen, lege slappe be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing
NOTEGRABBER	Benelux	854628	Aug. 29, 1995	577442	Aug. 29, 1995	
SAMPLER	Benelux	671677	Jan. 11, 1985	405600	Jan. 11, 1985	
AKAI	Canada	565,010	June 25, 1986	TMA331,037	Aug. 14, 1987	Electronic musical instruments, namely, synthesizers, keyboards; electronic musical instrument control system, namely synthesizers, keyboards, keyboard splitters, syncronizers, mixers, recorders, music processors, control boards, rhythm oscillator banks, effecters, sound modules, samplers, cassette decks, speakers, monitors, monitor speakers, personal computers, disc drives, blank floppy disks, pre-recorded floppy disks, signal processors, signal generators, programmable patch bays, digital delays, dynamics controller/thru boxes, sequencer/arpeggiators, foot switches, cables, stands, remote control units, flight cases, dust covers, service kits, parts and fittings for the aforementioned goods.
AKAI	Denmark	VA 5060 1987	July 29, 1987	VR 6548 1989	Nov. 10, 1989	Klasse 15,28,41
AKAI	Denmark	VA 5114 1986	Aug. 6, 1986	VR 3833 1988	Nov. 4, 1988	Klasse 15: isaer elektroniske musikinstrumenter, herunder sadanne med datamatstyring, samt tilbehor (ikke indeholdt I andre klasser)
AKAI	France	793285	Apr. 24, 1986	1352121	Oct. 10, 1986	Instruments de musique electroniques, systemes de calculateurs de musique,

						dispositifs peripheriques et adaptation pour les articles precites notamment generateurs d'effets, appareils de traitement de signaux, generateurs de signaux, lecteurs/enregistreurs de disques, disques souples vierges et disques souples pre-enregistre.
SAMPLER	France	276897	Jan. 7, 1985	1295174	Jan. 7, 1985	
AKAI	Germany	A 41572	May 22, 1986	1141947	June 28, 1989	elektrische und elektronische geraete zur erzeugung, aufzeichnung, uebertragung und wiedergabe von ton und bild; datenverarbeitungsgeraete; musikinstrumente; insbesondere elektrische und elektronische musikinstrumente, musikcomputer, einschliesslich signalprozessoren, signalgeneratoren, sequencern, mixern, samplern, synthesizern sowie peripherie- und zubehoergeraete fuer musikcomputer, naemlich toneffektgeraete, diskantriebe, keybords, keybord-steuergeraete; aufzeichnungstraeger, soweit in klasse 9 enthalten, insbesondere floppy-discs mit und ohne aufzeichnungen.
RIFF-O-MATIC	Germany	2 34483	Aug. 23, 1995	39534483	July 17, 1996	
AKAI and Design	Italy	86 19674	May 26, 1986	467023	Feb. 23, 1987	Strumenti musicali elettronici, sistemi calcolatori per musica nonche' dispositivi periferici e accessori per detti prodotti, vale a dire, generatori dieffetti, elaboratori di segnali, generatori di segnali, sistemi pilota per dischi, dischi flessibili vergini e dischi flessibili preregistrati
AKAI	Italy	96 3049	Mar. 26, 1996	pending	pending	strumenti musicali elettronici, sistemi calcolatori per musica nonche dispositivi periferici e accessori per detti prodotti, vale a dire, generatori di effetti, elaboratori di segnali, generatori di segnali, sistemi pilota per dischi, dischi flessibili vergini e dischi flessibili preregistrati classi 9 15.
AKAI	Spain	1158468 M	Aug. 21, 1986		July 22, 1987	instrumentos musicales electronicos y dispositivos y accesorios de los mismos.
AKAI	Switzerland		Oct. 22, 1990	394197	Sept. 15, 1992	15 (Musical instruments)
A and Design	Switzerland		Mar. 28, 1990	383524	Aug. 15, 1991	15 (Musical instruments)

AKAI	U.K.		Aug. 2, 1986	B1,272,641	Aug. 31, 1988	electric and electronic musical instruments; synthesizers being electronic musical apparatus; parts and fittings included in class 15 for the aforesaid goods
NOTEGRABBER	U.K.	2,026,653	July 11, 1995	2,026,653	July 11, 1995	
RIFF-O-MATIC	U.K.	2,026,652	July 11, 1995	2,026,652	July 11, 1995	
AKAI	U.S.	73-594,903	Apr. 23, 1986	1,423,695	Jan. 6, 1987	(Int. Cl. 9) signal processors, signal generators, disc drives, blank floppy discs and prerecorded floppy discs all for use in electronic musical instruments, musical computer systems; computers for use with musical systems; master keyboard controllers, control boards for musical computers and display units for musical computers (Int. Cl. 15) electronic musical systems and computer systems comprising synthesizers, keyboards for musical instruments
NOTEGRABBER	U.S.	74-699,833	July 11, 1995	2,188,049	Sept. 8, 1998	
REMIX	U.S.	74-699,838	July 11, 1995	2,100,472	Sept. 23, 1997	
RIFF-O-MATIC	U.S.	75-392,021	Nov. 18, 1997	2,252,879	June 15, 1999	

B. Unregistered Marks:

AKAI DIGITAL; AKAI PROFESSIONAL; the DPS, DL, MT, AMX, DD, DV, DDX, DR, DP, RC, CD, RE, ASR, GCF, EWI, S and MPC product series names; SHRED-O-MATIC; INTELLIPHASE; HEADRUSH; VARIWAH; TUNE LOCK; REMIX; SUPERVIEW; MESA; HALF THE CALORIES ALL THE PHAT; the Akai.com, Akaipro.com, Akaiprouk.com, Akaiprojp.com Internet domain names, and the marks listed on the attached pages:

TRADEMARK PURCHASE AND TRANSFER

This Trademark Purchase (the "**Purchase**"), is entered into as of 5:30 pm Hong Kong Standard Time on the 12th day of November, 1999, by and between Akai Musical Instrument Corporation, a Texas corporation having an address at 4710 Mercantile Drive, Fort Worth, Texas 76161, USA (the "**Purchaser**"), and Akai Electric Co., Ltd., a Japanese joint stock company having an address at 11-5, Shin-yokohama 2-Chome, Kohoku-ku, Yokohama, 222-0033 Japan (the "**Seller**").

W I T N E S S E T H:

WHEREAS, Seller, through its Electronic Musical Instrument Division, is engaged in the business of researching, designing, manufacturing, marketing and selling a variety of equipment, software and peripheral devices for use in working with music and voice and satellite transmitted data in electronic form, including without limitation products involved with the creation, acquisition, production, presentation and archiving of audio, video and data content utilized by professionals, government entities, and hobbyists for the purpose of commercial audio, video and data content creation and presentation, which products include without limitation all of the products marketed under the following marks: AKAI DIGITAL; AKAI PROFESSIONAL; the DPS, DL, MT, AMX, DD, DV, DDX, DR, DP, RC, CD, RE, ASR, GCF, EWI, S and MPC product series names; SHRED-O-MATIC; INTELLIPHASE; HEADRUSH; VARIWAH; TUNE LOCK; REMIX; SUPERVIEW; MESA; and HALF THE CALORIES ALL THE PHAT (collectively, the "**EMI Business**");

WHEREAS, Seller acknowledges that Purchaser is acquiring under this Purchase all of the EMI Business trademarks, trade names, business and product names, logos and trade dress rights, and all of the goodwill associated with any of the foregoing, used by Seller in connection with the EMI Business, including worldwide rights to the trademark AKAI but only in connection with the EMI Business, and including without limitation those trademarks, trademark registrations and trademark applications listed on attached Schedule 1 (collectively, the "**EMI Business Trademarks**");

WHEREAS, Purchaser acknowledges that Seller is retaining ownership of the worldwide trademark rights to the trademark AKAI for use in connection with Seller's non-EMI Businesses (but not the combined marks AKAI PROFESSIONAL or AKAI DIGITAL), such as Seller's non-commercial, consumer-level, home and mobile entertainment products; and

WHEREAS, Purchaser is desirous of acquiring the EMI Business Trademarks and all other rights owned by Seller in the EMI Business Trademarks.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, Seller assigns to Purchaser and its successors and assigns the entire right, title, and interest, throughout the world, in

and to the EMI Business Trademarks (which does NOT include any rights to the trademark AKAI for use in connection with Seller's non-EMI Businesses), and all renewals, substitutions, and extensions thereof, including the right to sue for and collect damages for past infringement. Seller authorizes and requests the official of any country or countries whose duty it is to issue trademark registrations on applications as aforesaid, to issue all registrations issuing therefrom to Purchaser, and each party shall, upon request of the other, execute a letter for filing with national trademark offices worldwide consenting to the registration of the AKAI mark by the other party for its respective goods and services.

Seller shall deliver to Purchaser all files in its possession or in possession of its agents concerning the EMI Business Trademarks, including all trademark prosecution and enforcement files.

Seller covenants that it has the full right to convey the entire right, title, and interest in and to the EMI Business Trademarks and the rights herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith. Seller further covenants and agrees that it will sign all lawful papers, make all rightful declarations and/or oaths and generally do what is necessary to enable Purchaser, its successors, legal representatives and assigns, to record and enforce this Purchase and properly protect and enforce the EMI Business Trademarks in all countries. Moreover, as the parties acknowledge that the attached Schedule 1 fails to list some of the trademarks and registrations and applications therefor being sold and transferred hereunder, Seller covenants that it will cooperate with Purchaser to create the complete list and then sign all lawful papers, make all rightful declarations and/or oaths and generally do what is necessary to enable Purchaser, its successors, legal representatives and assigns, to vest record title of such registrations and applications in the name of Purchaser. The parties shall cooperate to prevent any confusion caused by their simultaneous use of the AKAI mark.

IN WITNESS WHEREOF the parties hereto have executed this Purchase as of the date set forth above by their duly authorized representatives.

AKAI ELECTRIC CO., LTD.

By: _____
James H. Ting
Member of the Board of Directors

AKAI MUSICAL INSTRUMENT CORPORATION

By: _____
William Thomas Moore
President

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