TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alesis, LLC		10/31/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Front Street
City:	Worcester
State/Country:	MASSACHUSETTS
Postal Code:	01608
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1810524	ADAT
Registration Number:	1447267	ALESIS
Registration Number:	3099970	ALESIS
Registration Number:	3143061	BASSFIRE 60
Registration Number:	3149658	PLAYMATE GUITARIST
Registration Number:	3040475	POWERED BY ALESIS
Registration Number:	3080612	ROADFIRE 15
Registration Number:	3080613	WILDFIRE 15
Registration Number:	2369194	ALESIS SEMICONDUCTOR
Registration Number:	2373489	ALESIS SEMICONDUCTOR
Serial Number:	78470104	COOLFIRE 15
Serial Number:	77022742	MULTIMIX
Serial Number:	78314309	PROVENUE

CH $365.00 1810524

Serial Number:	78541739	X GUITAR BY ALESIS

CORRESPONDENCE DATA

Fax Number: (508)929-3073

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (508)791-3511

Email: trademark@bowditch.com

Correspondent Name: Robin L. Wilkes

Address Line 1: 311 Main Street

Address Line 2: Bowditch & Dewey, LLP

Address Line 4: Worcester, MASSACHUSETTS 01615-0156

ATTORNEY DOCKET NUMBER:	060808.0541
NAME OF SUBMITTER:	Robin L. Wilkes
Signature:	/Robin L. Wilkes/
Date:	11/09/2006

Total Attachments: 27

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 31st day of October, 2006 by and between **ALESIS, LLC,** a Delaware limited liability company with its principal place of business at 200 Scenic View Drive, Suite 201, Cumberland, Rhode Island 02864-1783 ("Alesis") and **BANK OF AMERICA, N.A.**, a national banking association with an office at 100 Front Street, Worcester, Massachusetts 01608 (the "Bank"). This IP Agreement replaces and supersedes in its entirety that certain Intellectual Property Security Agreement dated as of August 29, 2002 by and between Alesis and Fleet National Bank.

RECITALS

A. Bank has agreed to make advances of money and to extend certain financial accommodations (the "Loan") to each of Alesis and Wavefront Semiconductor, LLC ("Wavefront") (Alesis and Wavefront collectively the "Borrowers"), pursuant to a certain Loan and Security Agreement dated as of even date herewith by and among Borrowers and Bank (as may be amended from time to time, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Bank is willing to enter into certain financial accommodations with Borrowers, but only upon the condition, among others, that Alesis shall grant to Bank a continuing security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Borrowers under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Alesis has granted to Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Alesis' Indebtedness (as defined below), Alesis hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of its present or future indebtedness, obligations and liabilities to Bank (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Alesis hereby grants a continuing security interest in all of its right, title and interest in, to and under its intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof,

whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Alesis now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections now or hereafter existing, created, acquired or held, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, now or hereafter existing, created, acquired or held and the entire goodwill of the business of Alesis connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including without limitation those set forth on Exhibit E attached hereto;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Alesis authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement or evidence of same.

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3. Covenants and Warranties. Alesis represents, warrants, covenants and agrees as follows:

(a) It is now the sole owner of the registered Intellectual Property Collateral except for non-exclusive licenses granted by it to its customers in the ordinary course of business, and with respect to unregistered Intellectual Property, unless Bank is notified otherwise by Alesis, its use thereof remains unchallenged;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which it is bound except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest;

(c) During the term of this IP Agreement, Alesis will not transfer or otherwise encumber any interest in the Intellectual Property Collateral except for non-exclusive licenses granted by Alesis in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Alesis shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of Alesis in or to any Trademark, Patent, Copyright or Mask Work specified in this IP Agreement;

(f) Alesis shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights and Mask Works, (ii) use reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights and Mask Works and promptly advise Bank in writing of material infringements detected, and (iii) not allow any Trademarks, Patents, Copyrights and Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Alesis determines that reasonable business practices suggest that abandonment is appropriate;

(g) Alesis shall promptly register the most recent version of any of its Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after-acquired Intellectual Property Collateral, this IP Agreement will create at the time Alesis first has rights in

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such after-acquired Intellectual Property Collateral in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Alesis of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Alesis in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Alesis with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Alesis shall not enter into any agreement that would materially impair or conflict with its obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Alesis shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Alesis' rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer or manager of Alesis obtaining actual knowledge thereof, Alesis will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Alesis to dispose of any material Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Alesis' sole expense, any actions that Alesis is required under this IP Agreement to take but which Alesis fails to take, after ten (10) days' notice to Alesis. Alesis shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Alesis hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Alesis, any of Alesis' plants and facilities that manufacture, install or store products (or that have done so during the prior twelve-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records

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relating thereto upon reasonable written notice to Alesis and as often as may be reasonably requested, but not more than once in every twelve (12) months; provided, however, nothing herein shall entitle Bank access to Alesis' trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Alesis will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Alesis hereby irrevocably appoints Bank as its attorney-in-fact, with full authority in the place and stead of Alesis and in the name of Alesis, Bank or otherwise, from time to time in Bank's discretion, upon Alesis' failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Section 6 of this IP Agreement, including:

(i) to modify, in its sole discretion, this IP Agreement without first obtaining Alesis' approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Alesis after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works in which Alesis no longer has or claims any right, title or interest; and

(ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Alesis where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement.

(a) An Event of Default beyond any applicable grace or cure period occurs and is continuing under the Loan Agreement or any document from Borrowers to Bank, or

(b) Alesis breaches any warranty or agreement made by Alesis in this IP Agreement and such breach threatens to have or results in a material adverse effect upon any of the Intellectual Property Collateral.

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8. Remedies. Upon the occurrence of an Event of Default beyond any applicable grace or cure period and at any time thereafter, Bank shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Alesis to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a non-exclusive, royalty-free license to use the Copyrights, Patents, Trademarks and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default beyond any applicable grace or cure period and at any time thereafter. Alesis will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Alesis agrees to defend, indemnify and hold harmless Bank and its officers, employees and agents against: (a) all obligations, demands, claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Alesis, whether under this IP Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Alesis shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Alesis all deeds, assignments and other instruments as may be necessary or proper to reinvest in Alesis full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

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

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts. ALESIS AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS IP AGREEMENT OR ANY OF THE

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OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON ALESIS BY MAIL AT THE ADDRESSES SET FORTH IN THIS IP AGREEMENT. ALESIS HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.

16. **JURY TRIAL WAIVER. ALESIS AND THE BANK (BY ACCEPTANCE OF THIS IP AGREEMENT) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS IP AGREEMENT, THE LOAN AGREEMENT, THE NOTE (AS DEFINED IN THE LOAN AGREEMENT) OR ANY SECURITY DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATED HERETO, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE BANK RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THIS IP AGREEMENT, THE LOAN AGREEMENT, THE NOTE OR ANY OF THE SECURITY DOCUMENTS, AND AGREE THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, ALESIS HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. ALESIS CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE BANK TO ACCEPT THIS IP AGREEMENT AND MAKE THE LOAN.**

17. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Bank's subsidiaries or affiliates in connection with their present or prospective business relations with Alesis; (ii) to prospective transferees or purchasers of any interest in the Loan, provided that prior to the occurrence of an Event of Default, Bank shall require that such prospective transferees or purchasers exercise the same standard of care as the Bank is required to hereunder; (iii) as required by law, regulation, subpoena or other order; (iv) as required in connection with Bank's examination or audit; and (v) as Bank considers appropriate in exercising remedies under this IP Agreement. Confidential information does not include information that either: (a) is in the public domain or in Bank's possession when

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disclosed to Bank, or becomes part of the public domain after disclosure to Bank; or (b) is disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information.

THIS SPACE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE

EXECUTED as a sealed instrument under the laws of The Commonwealth of Massachusetts on the day and year first written above.

ALESIS, LLC

Witness

By: _____
Name: John E. O'Donnell
Title: Its Manager

BANK OF AMERICA, N.A.

Witness

By: _____
Name: Thomas P. McGregor
Title: Its Senior Vice President

STATE OF RHODE ISLAND

Providence County

On this 30th day of October, 2006, before me, the undersigned notary public, personally appeared John E. O'Donnell, Manager of Alesis, LLC, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☑ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of said Alesis, LLC.

Karen M. Bradbury
Notary Public
My Commission Expires 8/19/08

EXHIBIT A

COPYRIGHTS

Copyright Registrations

Mark:	Jurisdiction:	Reg. / Ser. No.	Date of Reg:	Current Renewal Date:	Title:
n/a	United States	SR-125-805	4/27/90 Registered.	n/a	Alesis HR 16-B Drum Voices
n/a	United States	SR-125-806	4/27/90 Registered.	n/a	Alesis HR 16 Drum Voices
n/a	United States	SR-131-345	6/11/91 Registered.	n/a	Alesis SR-16 Samples
n/a	United States	TX-2-831-574	4/27/90 Registered.	n/a	Alesis Drum Machine Software
n/a	United States	TX-3-055-259	6/11/91 Registered.	n/a	Alesis SR-16 Software Listing
n/a	United States	MW 15-284	7/26/00 Registered.	n/a	AL3101 1K DSP
n/a	United States	MW 15-285	7/26/00 Registered.	n/a	AL1401A OptoGen
n/a	United States	MW 15-286	7/26/00 Registered.	n/a	AL1402 OptoRec
n/a	United States	MW 15-287	7/26/00 Registered.	n/a	AL1201 Digital to Analog Converter
n/a	United States	MW 15-288	7/26/00 Registered.	n/a	AL1101 Analog to Digital Converter

EXHIBIT B

PATENTS

Patent Registrations

Patent	Jurisdiction	Registration or Serial No.	Date of Registration
METHOD AND APPARATUS FOR PROVIDING A DIGITAL AUDIO INTERFAE PROTOCOL	United States	5297181	3/22/1994
METHOD FOR SYNCHRONIZING DIGITAL AUDIO TAPE	United States	5541781	7/30/1996
LOW NOISE METHOD FOR INTERCONNECTING ANALOG AND DIGITAL INTEGRATED CIRCUITS	United States	5969562	10/19/1999
SERIAL DATA TRANSMISSION SYSTEM USING MINIMAL INTERFACE	United States	6871051	3/22/2005

Patent Applications - **NONE**

EXHIBIT C

TRADEMARKS

The Company owns the following trademarks and copyrights:

Trademark Registrations (Table A – Registrations for Active Trademarks)

Mark:	Jurisdiction:	Reg. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
ADAT	United States	1,810,524	12/14/93	9/21/00 Sec. 8&15 accepted and acknowledged.	Renewal due 12/14/13.	Audio recording devices; namely, multi-track digital audio recorders, audio tape recorders, computer software for operating audio recording devices and accompanying instruction manuals sold as a unit.
ALESIS	United States	1,447,267	7/14/87	10/4/93 Sec. 8 & 15 accepted and acknowledged.	Renewal due 7/14/07.	Digital sound reverberation effects units.
ALESIS	United States	3,099,970	6/6/06	Sec. 8 & 15 due between 6/6/11 and 6/6/12.	Renewal due 6/6/16.	Audio electronic equipment for professional and consumer use, namely, hard disk recorders, monitors, speakers, amplifiers, mixers, digital processors, signal processors, optical interfaces, vocal and instrumental effects processors, computer ports for editing, managing, and mixing audio; and related accessories, namely, power cords, in class 9. Music synthesizers, electronic drum and percussion machines, in class 15.

Mark:	Jurisdiction:	Reg. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
BASSFIRE 60	United States	3,143,061	9/12/06	Sec. 8 & 15 due between 9/12/11 and 9/12/12.	Renewal due 9/12/2016.	Bass guitar amplifiers.
PLAYMATE GUITARIST	United States	3,149,658	9/26/06	Sec. 8 & 15 due between 9/26/11 and 9/26/12.	Renewal due 9/26/16.	Compact disc player with guitar digital signal processing.
POWERED BY ALESIS	United States	3,040,475	1/10/06	Sec. 8 & 15 due between 1/10/11 and 1/10/12.	Renewal due 1/10/16	Audio and video electronic equipment for professional and consumer use; namely, soundboards, mixers, amplifiers, speakers, turntables, compact disk players, cassette tape decks, microphones, electronic video switches and accessories; namely, connectors, cables, cords, antennas and parts therefore for sound and video equipment.
ROADFIRE 15	United States	3,080,612	4/11/06	Sec. 8 & 15 due between 4/11/11 and 4/11/12.	Renewal due 4/11/16.	Amplifiers.
WILDFIRE 15	United States	3,080,613	4/11/06	Sec. 8 & 15 due between 4/11/11 and 4/11/12.	Renewal due 4/11/16.	Amplifiers.
ALESIS	Argentina	1605967	*See* note[1] below.	n/a	*See* note[1] below.	All of class 9

Mark:	Jurisdiction:	Reg. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
ALESIS	Australia	655776	3/15/95	n/a	Renewal due 3/15/15.	Digital sound reverberation effects units in this class, computer software and hardware; cables; videos; compact discs; synthesizers; digital recording apparatus and instruments; studio reference monitors; speakers; amplifiers; digital/audio recorders; recording consoles; multipurpose audio/video sync interfaces; digital interface with sample rate converters; drum machines; stereo samplers; sound compressors; equalizers; fully integrated extended range signal processing apparatus and digital effects processors; none of the foregoing being used with livestock.
ADAT	Australia	590293	11/12/92	n/a	Renewal due 11/12/12.	Audio recording devices being digital audio tape recorders and accessories therefor and accompanying instructional manuals sold as a unit therewith.
ADAT	Benelux	522493	*See* note[1] below.	n/a	Renewal due 11/13/12.	cl 9 Sound recording apparatus, tape recorders, software for sound recording apparatus. cl 16 Instruction manuals.

Mark:	Jurisdiction:	Reg. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
ADAT	Canada	TMA 451721	12/15/95	n/a	Renewal due 12/15/10.	Audio recording devices, namely, multi-track audio recorders, audio tape recorders, computer software for operating audio recorders; tape recorders; computer software, and accompanying instruction manuals all sold as a unit.
ADAT	Chile	407675	*See* note[1] below.	n/a	*See* note[1] below.	*See* note[1] below.
ALESIS	France	1523027	*See* note[1] below.	n/a	Renewal due 4/6/09.	Apparatus and scientific instruments, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (inspecting), assistance (life saving) and teaching; apparatus for recording, transmission,reproduction of sound or images; magnetic recording carriers, phonograph records; automatic distribution machines and mechanisms for coin freed apparatus; cash registers, calculating machines; equipment for data processing and computers; fireextinguishing apparatus.
ADAT	France	92441393	*See* note[1] below.	n/a	Renewal due 11/11/12	Sound recording devices, tape recorders, computer software for devices sound recordings, and instruction manuals associated sold set.

Mark:	Jurisdiction:	Reg. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
ALESIS	Germany	1151363	12/12/89	n/a	Renewal due 4/30/09.	Electrotechnical (as included in class 9) and electronic, photographic, film, optical, scales, measuring, signalling, control, rescue and ~unterichtsapparate~ and instruments; equipment for recording, transmission and reproduction of sound andimage; tape recorders, records; data processing equipment; parts of all of aforesaid equipment and instruments.
ADAT	Germany	2071614	7/15/94	n/a	Renewal due 11/30/12	Goods with valid date of 15 . 5 . 92 : sound recording apparatus, belt recorders, computer software for sound recording apparatus and accompanying manuals; goods with valid date of 13 . 11 . 92 : equipment for recording, transmission and reproduction ofsound and image; tape recorders, records; of machine readable data carriers recorded programs of all kinds; calculating machines, data processing equipment and computer; apparatus and instruments for weak current engineering, namely for news, radiofrequency and control engineering; image projectors, magnification apparatus, photo copying machines and machines; recreation apparatus as side products for television; special containers, aforesaid equipment, apparatus and instruments adapted are.
ADAT	Greece	112777	*See* note[1] below.	n/a	*See* note[1] below.	*See* note[1] below.

Mark:	Jurisdiction:	Reg. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
ADAT	Hong Kong	3093/1995	*See* note[1] below.	n/a	Renewal due 5/15/13.	Audio recording devices, tape recorders, computer software for audio recording devices.
ALESIS (block letters) and ALESIS (stylized)	Hong Kong	300190773	*See* note[1] below.	n/a	Renewal due 4/2/14.	Audio and video electronic equipment for professional and consumer use, in class 9.
ALESIS	Italy	557711	3/25/03	n/a	Renewal due 6/26/09.	Apparatus for processing sound signal such as: Equalizers, sound reproducing installations; components for amplifiers high frequency; mixer sound signal; limiters sound for installations sound reproduction; ~riverberatore~ for installations sound reproduction; changer sound signal ~riverberatore~ audio digital; computer sound signal ~multifunzione~ ; graphic equalizers; sound mixers; generating programmable sound in percussions; multi track recorders with [incomplete listing?], in class 9.
ADAT	Italy	654077	6/27/95	n/a	*See* note[1] below.	Audio recording apparatus, tape recorders, components programming for apparatus recording audio, instruction manuals for articles aforesaid sold separately for these, in class 9.
ADAT	Japan	3156170	5/31/96	n/a	Renewal due 5/31/2016.	9 (Electrical & Scientific Apparatus)

Mark:	Jurisdiction:	Reg. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
ALESIS	Japan	2712120	1/31/96	n/a	Renewal due 1/31/16	9 (Electrical & Scientific Apparatus)
ADAT	Mexico	543935	11/13/92	n/a	Renewal due November 13, 2012.	Scientific, nautical surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus, specially audio apparatus, recorders, software for audio apparatus.
ADAT	South Korea	289359	*See* note[t] below.	n/a	Renewal due between 5/1/13 and 4/30/14.	Video tape recorder and 5 other goods.

Mark:	Jurisdiction:	Reg. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
ALESIS	Spain	1676793	7/17/95	n/a	Renewal due January 2, 2012	Apparatus and scientific instruments, nautical, geodetic, electrical, photographic, cinematographic, optical, weighing, measuring, signaling (flashing), checking (inspection), assistance (rescue) and instruction services; apparatus for recording, transmission, sound reproduction or images; magnetic recording carriers, sound recording discs; automatic distribution machines and mechanisms for pre payment apparatus; cash registers, calculating machines and equipment for data processing (data processing) and computers; fire extinguishing apparatus; especially units digital effects reverberation acoustics.
ADAT	Spain	1730159	7/3/95	n/a	Renewal due 11/12/12	Audio recording devices, recording tape, logic devices and registered computer programs for devices for recording audio; and manually teaching sold jointly as well as unit.
ALESIS	Sweden	248387	4/16/93	n/a	4/16/13	15 (Musical instruments)
ADAT	Sweden	329062	11/27/98	n/a	Renewal due November 27, 2008.	09 Sound recording devices, tape-recorders and software for sound recording, all for professional and home studio use. 16 instruction manuals for sound recording devices, ~banspelare~ and software for sound recording, all for professional and homestudio use.

Mark:	Jurisdiction:	Reg. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
ADAT	Switzerland	402311	*See* note[1] below.	n/a	Renewal due November 12, 2012.	Installations, apparatus and sound recording devices, tape recording apparatus and/or reproduction of sound and/or images and/or data, computer programs for utili - sation in installations, apparatus and aforesaid devices, instruction manuals, useand other printed matter.
ADAT	Taiwan	623062	*See* note[1] below.	n/a	Renewal due November 30, 2013	Tapes, cards, and discs recorded with computer programs in local class 72.
ADAT	Taiwan	619467	*See* note[1] below.	n/a	Renewal due 10/31/13.	Audio recorders, including digital audio recorders in local class 86.
ALESIS (block letters)	Taiwan	1168570	8/16/05	n/a	Renewal due 8/15/15.	Audio and video electronic equipment for professional and consumer use, namely, recorders, synthesizers, monitors, amplifiers, mixers, speakers, digital processors, signal processors, vocal performance tools, and power control units.
ALESIS (stylized)	Taiwan	1160848	7/1/05	n/a	Renewal due six months before or six months after June 30, 2015.	Audio and video electronic equipment for professional and consumer use, in class 9.
ADAT	UK	1518735	3/25/94	n/a	Renewal due May 15, 2009	Class 09. audio recording apparatus and instruments; tape recorders; computer software for audio recording apparatus and instruments; all included in class 9

Mark:	Jurisdiction:	Reg. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
ALESIS	UK	1347005	7/26/91	n/a	Next Renewal due June 9, 2015.	Class 09: Electrical and electronic apparatus and instruments all for producing, recording, reproducing, generating, receiving, modulating, amplifying, processing, filtering, transforming, compressing, limiting, broadcasting, quantifizing, sampling, interpolating, merging, enhancing, varying, modifying, treating radio frequency, audio or digital signals or acoustic vibrations; signal delay, signal attenuation, patch mapping and multi-tasking apparatus; computer software and computer firmware; audio, video, radio frequency, digital and/or analogue signal responsive apparatus and instruments; computer software responsive apparatus and instruments; computer software reponsive apparatus and instruments; audio, video, and radio frequency synthesizers; testing and calibration apparatus; parts and fittings for all of the aforesaid goods; all included in Class 09. Class 15: Musical instruments incorporating electrical or electronic apparatus or arrangements for the production of audio signals or for the modification of audio signals; parts and fittings therefor; all included in Class 15.

Trademark Registrations (Table B – Registrations for Inactive Trademarks)

NOTE: As of the date hereof, Company does not intend to maintain the following.

Mark:	Jurisdiction:	Reg. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
ALESIS SEMICONDUCTOR and design	United States	2369194	7/18/00	n/a (*mark not in use*)	7/18/10	Semiconductors.
ALESIS SEMICONDUCTOR	United States	2373489	8/01/00	n/a (*mark not in use*)	8/01/10	Semiconductors.
ADAT	Argentina	1505507	*See* note[1] below.	n/a	*See* note[1] below.	Audio recording devices, tape recorders, computer software for audio recording devices.
ADAT	Austria	147595	*See* note[1] below.	n/a	Renewal was due June 30, 2003.	*See* note[1] below.
QUADRASYNTH	France	94/528355	*See* note[1] below.	n/a	*See* note[1] below.	*See* note[1] below.
QUADRASYNTH	Germany	2902472	*See* note[1] below.	n/a	*See* note[1] below.	*See* note[1] below.
QUADRASYNTH	Japan	324563	*See* note[1] below.	n/a	*See* note[1] below.	*See* note[1] below.
ALESIS SEMICONDUCTOR	Taiwan	905291	*See* note[1] below.	n/a	*See* note[1] below.	Semiconductors in Int'l. class 9.
ALESIS SEMICONDUCTOR	Taiwan	907641	*See* note[1] below.	n/a	*See* note[1] below.	*See* note[1] below.
ALESIS	UK	1347004	*See* note[1] below.	n/a	n/a	*See* note[1] below.
QUADRASYNTH	UK	1576876	*See* note[1] below.	n/a	n/a	*See* note[1] below.

Trademark Applications (Table A – Active[ii] Trademark Registration Applications)

Mark:	Jurisdiction:	Ser. No.	Date of Application:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
COOLFIRE 15	United States	78/470,104	8/19/04	n/a	n/a	Acoustic guitar amplifier.
MULTIMIX	United States	77/022,742	10/17/06	n/a	n/a	Central processing units for processing information, data, sound or images.
PROVENUE	United States	78/314,309	10/16/03	n/a	n/a	Amplifiers.
X GUITAR BY ALESIS & design	United States	78/541,739	1/4/05	n/a	n/a	Guitars.

Trademark Applications (Table B – Inactive Trademark Registration Applications)

NOTE: As of the date hereof, Company does not intend to maintain the following.

Mark:	Jurisdiction:	Ser. No.	Date of Appl.:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
VIXEN	United States	78/470110	8/19/04	n/a	n/a	Electronic effect pedal for use with sound amplifiers
QUADRASYNTH	Canada	758523	*See* note[1] below.	n/a	n/a	Electronic musical instruments; namely, musical keyboards.
ALESIS (block letters)	China	3800877	11/17/03	n/a	n/a	Audio and video electronic equipment for professional and consumer use, in class 9.

ALESIS (Stylized)	China	3800876	12/05	n/a	n/a	Audio and video electronic equipment for professional and consumer use, in class 9.
ALESIS SEMICONDUCTOR	Japan	10-91766	*See* note[1] below.	n/a	n/a	*See* note[1] below.
ALESIS SEMICONDUCTOR & DESIGN	Japan	10-91766	*See* note[1] below.	n/a	n/a	*See* note[1] below.

Unregistered Trademarks

NOTE: The Company owns unregistered trademarks for each product name on every product currently being sold throughout the world, for which the Company has not filed a trademark registration application (too numerous to list), including but not limited to the following representative examples.

Mark:	Jurisdiction:	Ser. No.	Date of Reg:	Status of Section 8/15 filings:	Current Renewal Date:	Goods:
Andromeda	United States	n/a	n/a	n/a	n/a	Polyphonic analog synthesizer
CD Twin LE	United States	n/a	n/a	n/a	n/a	Audio and data CD duplicator
GigaMix	United States	n/a	n/a	n/a	n/a	Powered PA mixers
Masterlink	United States	n/a	n/a	n/a	n/a	Two-track hard disk recorder
Photon 25 Photon X25	United States	n/a	n/a	n/a	n/a	USB/MIDI keyboard controller
PlayMate Vocalist	United States	n/a	n/a	n/a	n/a	Compact disc player / performance and practice tool
Trigger iO	United States	n/a	n/a	n/a	n/a	Electronic percussion interface

[i] Local foreign counsel maintains records/files for this trademark. More detailed information available from local counsel upon request.

[ii] Including any active "intent-to-use" based trademark registration applications for marks Company intends to use, but for which Company may not yet have commenced actual use.

EXHIBIT D

MASK WORKS

See Exhibit A above

EXHIBIT E

Alesis has not granted Licenses to its intellectual property. It is however the grantee of various licenses which it enters in the ordinary course of business.