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, L.P.		07/29/2011	LIMITED PARTNERSHIP: 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: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1810524	ADAT
Registration Number:	1447267	ALESIS
Registration Number:	3099970	ALESIS
Serial Number:	85174891	ALESIS PERFORMANCE PAD PRO
Registration Number:	3143061	BASSFIRE 60
Registration Number:	3280451	COOLFIRE 15
Registration Number:	3383879	MULTIMIX
Registration Number:	3617784	MULTIPORT
Registration Number:	3563996	PHOTON
Registration Number:	3149658	PLAYMATE GUITARIST
Registration Number:	3040475	POWERED BY ALESIS
Registration Number:	3080612	ROADFIRE 15
Serial Number:	77497144	SURGE
Registration Number:	3080613	WILDFIRE 15

CH $490.00 1810524

Registration Number:	3240483	X GUITAR BY ALESIS
Registration Number:	2369194	ALESIS SEMICONDUCTOR
Registration Number:	2373489	ALESIS SEMICONDUCTOR
Serial Number:	78314309	PROVENUE
Serial Number:	78470110	VIXEN

CORRESPONDENCE DATA

Fax Number: (508)929-3093
Phone: (508) 791-3511
Email: trademark@bowditch.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Bowditch & Dewey, LLP
Address Line 1: 311 Main Street
Address Line 2: Michele J. Young
Address Line 4: Worcester, MASSACHUSETTS 01615-0156

ATTORNEY DOCKET NUMBER:	060808-0541
NAME OF SUBMITTER:	Marie LoPresti
Signature:	/Marie LoPresti/
Date:	11/18/2011

Total Attachments: 18
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "IP Agreement") is made as of the 29th day of July, 2011 by and between **ALESIS, L.P.**, a Delaware limited partnership with its principal place of business at 200 Scenic View Drive, Suite 201, Cumberland, RI 02864 ("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 amends and restates that certain Intellectual Property Security Agreement dated as of October 31, 2006 by and between Alesis, LLC and the Bank.

RECITALS

A. Bank has agreed to make advances of money and to extend certain financial accommodations (the "Loan") to each of Alesis, AKAI Professional, L.P. ("AKAI"), Wavefront Semiconductor, LLC ("Wavefront"), John Eliot Holdings, LLC ("Eliot") and JEO Manager I, Inc. ("JEO") (Alesis, AKAI, Wavefront, Eliot and JEO collectively the "Borrowers"), pursuant to an Amended and Restated 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's 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:

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(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;

(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.

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

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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 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's 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's 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.

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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's 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 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's 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's 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's 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.

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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.

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.

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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 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 ADDRESS 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

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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 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.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

ALESIS, L.P.
By **JEO MANAGER I, INC.,**
Its General Partner

Witness

By: _____
Name: Paul R. Antrop
Title: Executive Vice President

BANK OF AMERICA, N.A.

Witness

By: _____
Name: Todd R. Mandella
Title: Vice President

STATE OF RHODE ISLAND

Providence County

On this 29 day of July, 2011, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of JEO Manager I, Inc., the General Partner of Alesis, L.P., 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 Executive Vice President of JEO Manager I, Inc., the General Partner of Alesis, L.P.

Notary Public 57056 Tyler T. Ray
My Commission Expires: 2-24-14

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EXHIBIT A – COPYRIGHTS:

SEE ATTACHED

EXHIBIT B – PATENTS:

SEE ATTACHED

EXHIBIT C – TRADEMARKS:

SEE ATTACHED

EXHIBIT D - MASK WORKS:

SEE COPYRIGHTS

EXHIBIT A

Jurisdiction	Registration / Serial Number
United States	SR-125-805
United States	SR-125-806
United States	SR-131-345
United States	TX-2-831-574
United States	TX-3-055-259
United States	MW 15-284
United States	MW 15-285
United States	MW 15-286
United States	MW 15-287
United States	MW 15-288
United States	V3471D224
United States	V3471D225
United States	V3488D246
United States	V3545D779

EXHIBIT B

Patent	Jurisdiction	Registration or Serial Number
METHOD AND APPARATUS FOR PROVIDING A DIGITAL AUDIO INTERFAE PROTOCOL	United States	5297181
METHOD FOR SYNCHRONIZING DIGITAL AUDIO TAPE	United States	5541781
LOW NOISE METHOD FOR INTERCONNECTING ANALOG AND DIGITAL INTEGRATED CIRCUITS	United States	5969562
SERIAL DATA TRANSMISSION SYSTEM USING MINIMAL INTERFACE	United States	6871051
REMOVABLE ELECTRONIC DRUM HEAD FOR AN ACOUSTIC DRUM	United States	P01726-US2 12562370
AUDIO INPUT AND OUTPUT DOCK FOR A TABLET COMPUTER	Patent Cooperation Treaty	P02083-PCT PCT/US1138918
AUDIO INPUT AND OUTPUT DOCK FOR A TABLET COMPUTER	United States	P02083-US1 13151986
ELECTRONIC CYMBAL CONTROLLER	United States	61379137
ELECTRONIC HI-HAT CYMBAL CONTROLLER	United States	61379147

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ELECTRONIC HIGH-HAT CYMBAL CONTROLLER	United States	61393569
ELECTRONIC DRUM KIT AND MODULE CONFIGURED FOR A TABLET COMPUTING DEVICE	United States	61442882
AUDIO I/O DOCK FOR A TABLET COMPUTER	United States	29392627
KEYTAR CONTROLLER WITH PERCUSSION PADS AND ACCELEROMETER	United States	61489876
AUDIO I/O DOCK FOR A TABLET COMPUTER	European Community Design	mailed

EXHIBIT C

Wednesday, July 20, 2011 **Trademark List by Client** Page: 1

Client: ALE Alesis, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ADAT	ADAT/1 Australia	Registered 09 Int.		590293 12-Nov-1992
ADAT	ADAT/ Benelux	Registered 09 Int., 16 Int.	0788784 13-Nov-1992	522493
ADAT	ADAT/ Canada	Renewed 09 Int.	0716829 13-Nov-1992	TMA451721 15-Dec-1995
ADAT	ADAT/ France	Registered		92441393
ADAT	ADAT/ Germany	Registered	A53485 13-Nov-1992	2071614 15-Jul-1994
ADAT	ADAT/ Greece	Registered		112777
ADAT	ADAT/ Hong Kong	Registered 09 Int.		199503093 19-Apr-1995
ADAT	ADAT/ Italy	Registered 09 Int.		654077
ADAT	ADAT/ Japan	Registered		3156170
ADAT	289259/ Korea, Republic of	Registered 09 Int.	17-Mar-2004	289359
ADAT	ADAT/ Mexico	Registered 09 Int.		543935 13-Nov-1992
ADAT	ADAT/ Spain	Registered 09 Int.		1730159
ADAT	ADAT/ Sweden	Registered		329062
ADAT	ADAT/ Switzerland	Registered	0807/1992 12-Nov-1992	402311
ADAT	ADAT/1 Taiwan	Registered 86		619467
ADAT	ADAT/ Taiwan	Registered 72		623062
ADAT	ADAT/ United States of America	Registered 09 Int.	74275681	1810524 14-Dec-1993

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ALESIS	ALESIS/AR/ Argentina	Registered 09 Int.	2684612 15-May-1992	2145557 11-Jul-1996
ALESIS	ALESIS/ Australia	Registered 09 Int.		655776 15-Mar-1995
ALESIS	ALESIS/c.15 Brazil	Renewed		820162671 13-Oct-1999
ALESIS	ALESIS/cl9 Brazil	Renewed		820162663 13-Oct-1999
ALESIS	ALESIS/ European Community	Registered 09 Int., 15 Int.	008123937 25-Feb-2009	008123937 25-Feb-2009
ALESIS	ALESIS/ Japan	Registered 09 Int.		2712120
ALESIS	ALESIS/ Spain	Registered 09 Int.		1676793
ALESIS	ALESIS/ Sweden	Registered 15 Int.		248387
ALESIS	ALESIS/ United Kingdom	Registered 09 Int., 15 Int.		1347005
ALESIS	ALESIS/ United States of America	Registered 09 Int.	73628321 03-Nov-1986	1447267 14-Jul-1987
ALESIS	ALESIS/1 United States of America	Registered 09 Int., 15 Int.	78385926 17-Mar-2004	3099970 06-Jun-2006
ALESIS (block letters)	ALESIS (block)/ Taiwan	Registered 00	093014852	1168570
ALESIS (block letters) and ALESIS (stylized) (SERIES REG.)	ALESIS (block)/1 Hong Kong	Registered 09 Int.	300190773 03-Apr-2004	300190773 24-Sep-2004
ALESIS (stylized)	ALESIS stylized/ Taiwan	Registered 09 Int.	093014851	1160848
ALESIS PERFORMANCE PAD PRO	ALESIS PERFORMAN/ United States of America	Pending 09 Int., 15 Int.	85174891 11-Nov-2010	
ALESIS STUDIO ELECTRONICS	ALESIS STUDIO EL/ Brazil	Registered		817096574 21-Mar-1995
ALESIS STUDIO ELECTRONICS	ALESIS STUDIO/ Brazil	Registered		817096566 21-Mar-1995

Client: ALE Alesis, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
BASSFIRE 60	BASSFIRE 60/ United States of America	Registered 09 Int.	78422044 20-May-2004	3143061 12-Sep-2006
COOLFIRE 15	COOLFIRE 15/ United States of America	Registered 09 Int.	78470104 19-Aug-2004	3280451 14-Aug-2007
MULTIMIX	MULTIMIX/ European Community	Registered 09 Int.	 16-Apr-2007	923013 16-Apr-2007
MULTIMIX	MULTIMIX/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	 16-Apr-2007	923013 16-Apr-2007
MULTIMIX	MULTIMIX/ Japan	Registered 09 Int.	 16-Apr-2007	923013 16-Apr-2007
MULTIMIX	MULTIMIX/ United States of America	Registered	77022742 17-Oct-2006	3383879 19-Feb-2008
MULTIPORT	MULTIPORT/ United States of America	Registered 09 Int.	77497327 12-Jun-2008	3617784 05-May-2009
PHOTON	PHOTON/ European Community	Registered 15 Int.	007256092 24-Sep-2008	007256092
PHOTON	PHOTON/ United States of America	Registered 15 Int.	77491635 05-Jun-2008	3563996 20-Jan-2009
PLAYMATE GUITARIST	PLAYMATE GUITAR/ United States of America	Registered 09 Int.	78470097 19-Aug-2004	3149658 26-Sep-2006
POWERED BY ALESIS	POWERED BY ALESI/ United States of America	Registered 09 Int.	78425390 26-May-2004	3040475 10-Jan-2006
PRO VENUE	PRO VENUE/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	 21-Aug-2007	934608 21-Aug-2007
ROADFIRE 15	ROADFIRE 15/ United States of America	Registered 09 Int.	78422055 20-May-2004	3080612 11-Apr-2006
SURGE	SURGE/ European Community	Registered 15 Int.	979923	979923 22-Sep-2008
SURGE	SURGE/ Int'l Registration - Madrid Protocol Only	Registered 15 Int.	 22-Sep-2008	979923 22-Sep-2008
SURGE	SURGE/ United States of America	Published 15 Int.	77497144 12-Jun-2008	
WILDFIRE 15	WILDFIRE 15/ United States of America	Registered 09 Int	78422067	3080613

TRADEMARK
REEL: 004663 FRAME: 0696

Client: ALE Alesis, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
X GUITAR BY ALESIS & design	X GUITAR BY ALES/ United States of America	Registered 15 Int.	78541739 04-Jan-2005	3240483 08-May-2007

EXHIBIT C (CONTINUED)

Mark	Jurisdiction	Registration Number
ALESIS SEMICONDUCTOR and design	United States	2369194
ALESIS SEMICONDUCTOR	United States	2373489
PROVENUE	United States	78/314,309
VIXEN	United States	78/470110
Andromeda	United States	n/a
CD Twin LE	United States	n/a
GigaMix	United States	n/a
Masterlink	United States	n/a
Photon 25 Photon X25	United States	n/a
PlayMate Vocalist	United States	n/a
Trigger iO	United States	n/a