

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	09/28/2012

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alesis, L.P.		09/28/2012	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	inMusic Brands, Inc.
<b>Street Address:</b>	200 Scenic View Drive
<b>City:</b>	Cumberland
<b>State/Country:</b>	RHODE ISLAND
<b>Postal Code:</b>	02864
<b>Entity Type:</b>	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	1810524	ADAT
Registration Number:	1447267	ALESIS
Registration Number:	3099970	ALESIS
Serial Number:	85174891	ALESIS PERFORMANCE PAD PRO
Serial Number:	85583902	AMPDOCK
Serial Number:	85584565	AMPTOUCH
Registration Number:	3280451	COOLFIRE 15
Serial Number:	85584575	DM 8 X KIT
Serial Number:	85584605	DM DOCK
Serial Number:	85584589	DM TOUCH
Serial Number:	85585001	GUITAR IO
Serial Number:	85584621	IO DOCK

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Serial Number:	85585011	IO HUB
Serial Number:	85585018	IO MIX
Serial Number:	85585026	IO RACK
Registration Number:	3383879	MULTIMIX
Registration Number:	3617784	MULTIPOINT
Registration Number:	3563996	PHOTON
Registration Number:	3149658	PLAYMATE GUITARIST
Registration Number:	3040475	POWERED BY ALESIS
Serial Number:	85585195	PRO X KICK PEDAL
Serial Number:	85585202	Q61
Serial Number:	85585213	QX25
Serial Number:	85585229	QX61
Serial Number:	85585225	SAMPLEPAD
Serial Number:	85585248	STAGEPHONES
Registration Number:	4112119	SURGE
Registration Number:	3240483	X GUITAR BY ALESIS

**CORRESPONDENCE DATA**

Fax Number: 4014550701  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 401-455-0700  
Email: trademarks@duffysweeney.com  
Correspondent Name: Michael F. Sweeney  
Address Line 1: One Financial Plaza  
Address Line 2: Suite 1800  
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	ALESIS - INMUSIC
NAME OF SUBMITTER:	Michael F. Sweeney
Signature:	/Michael F. Sweeney/
Date:	10/02/2012

Total Attachments: 8  
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## ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (the "*Agreement*") dated as of September 28, 2012, from **Alesis, L.P.**, a Delaware limited partnership ("*Assignor*") to **inMusic Brands, Inc.**, a Florida corporation ("*Assignee*").

WHEREAS, Assignor has adopted, is using, and is the owner of all right, title and interest in the Marks and the goodwill of the business in connection with which such Marks are used identified on Exhibit A attached hereto (the "**Marks**"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Marks;

NOW, THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, all right, title and interest in and to the Marks, the right to sue for infringement that occurred prior to the date hereof, together with the goodwill together with that part of Assignor's business to which the Marks pertain, which business is ongoing and existing, the goodwill of the business symbolized by the Marks, and the above identified registration of the Marks. And, Assignor hereby covenants and agrees that it will, at Assignee's reasonably request and at its expense, (i) communicate to Assignee, its successors, assigns or other legal representatives, any facts known to it respecting the Marks, (ii) testify in any legal proceeding, (iii) sign all lawful papers and execute all affidavits, (iv) make all rightful oaths and (v) generally do everything possible to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Marks all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of her successors, assigns or other legal representatives.

And Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, effective the date first written above.

*{Signatures follow on next page}*

IN WITNESS WHEREOF, the Assignee has executed this Assignment of Trademark Agreement as of the date first written above.

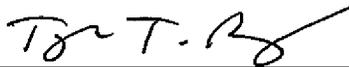
ASSIGNEE:

INMUSIC BRANDS, INC.

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

STATE OF R.I.  
COUNTY OF Providence

On this 28 day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of inMusic Brands, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Paul R. Antrop, Executive Vice President of inMusic Brands, Inc.

  
Notary Public: 57056  
My Commission Expires: 2-24-14

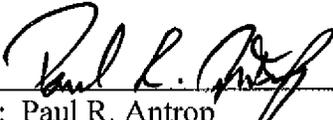


[Trademark Assignment Signature Page – Assignee]

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

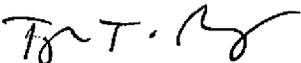
ASSIGNOR:

ALESIS, L.P.

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

STATE OF RI  
COUNTY OF Providence

On this 28 day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of Alesis, L.P., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Paul R. Antrop, Executive Vice President of Alesis, L.P.

  
Notary Public: 57056  
My Commission Expires: 2-24-14

[Trademark Assignment Signature Page – Assignor]

**EXHIBIT A**

4850-2893-0065, v. 2

Client: ALESI Alesis, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ADAT	ADAT/ 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/ 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

REEL: 004870 FRAME: 0836

Client: ALESI Alesis, L.P.

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/c19 Brazil	Renewed		820162663 13-Oct-1999
ALESIS	ALESIS/ European Community	Registered 09 Int., 15 Int.	008123937 25-Feb-2009	008123937 25-Feb-2009
ALESIS	ALE/ European Community	Opposed	008123937 07-Sep-2011	
ALESIS	ALESIS/ Japan	Registered 09 Int.		2712120
ALESIS	ALESIS/ Spain	Registered		1676793 02-Jan-2002
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/ India	Pending 09 Int., 15 Int.	2279681 08-Feb-2012	
ALESIS (stylized)	ALESIS/ 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	

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REEL: 004870 FRAME: 0837

Client: ALESI Alesis, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ALESIS STUDIO ELECTRONICS	ALESIS STUDIO/ Brazil	Registered		817096566 21-Mar-1995
ALESIS STUDIO ELECTRONICS	ALESIS STUDIO EL/ Brazil	Registered		817096574 21-Mar-1995
AMPDOCK	AMPDOCK/ United States of America	Pending 09 Int.	85583902 29-Mar-2012	
AMPTOUCH	AMPTOUCH/ United States of America	Pending 09 Int.	85584565 30-Mar-2012	
COOLFIRE 15	COOLFIRE 15/ United States of America	Registered 09 Int.	78470104 19-Aug-2004	3280451 14-Aug-2007
DM 8 X KIT	DM 8 X KIT/ United States of America	Pending 15 Int.	85584575 30-Mar-2012	
DM DOCK	DM DOCK/ United States of America	Pending 9	85584605 30-Mar-2012	
DM TOUCH	DM TOUCH/ United States of America	Pending 9	85584589 30-Mar-2012	
GUITAR iO	GUITAR iO/ United States of America	Pending 9	85585001 30-Mar-2012	
iO DOCK	iO DOCK/ United States of America	Pending 9	85584621 30-Mar-2012	
iO HUB	iO HUB/ United States of America	Pending 9	85585011 30-Mar-2012	
iO MIX	iO MIX/ United States of America	Pending 9	85585018 30-Mar-2012	
iO RACK	iO RACK/ United States of America	Pending 9	85585026 30-Mar-2012	
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

Client: ALESIS Alesis, L.P.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
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 ALESIS/ United States of America	Registered 09 Int.	78425390 26-May-2004	3040475 10-Jan-2006
PRO X KICK PEDAL	PRO X KICK PEDAL/ United States of America	Pending 15 Int.	85585195 30-Mar-2012	
Q61	Q61/ United States of America	Pending 15 Int.	85585202 30-Mar-2012	
QX25	QX25/ United States of America	Pending 15 Int.	85585213 30-Mar-2012	
QX61	QX61/ United States of America	Pending 15 Int.	85585229 30-Mar-2012	
SAMPLEPAD	SAMPLEPAD/ United States of America	Pending 15 Int.	85585225 30-Mar-2012	
STAGEPHONES	STAGEPHONES/ United States of America	Pending 9	85585248 30-Mar-2012	
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	Registered 15 Int.	77497144 12-Jun-2008	4112119 13-Mar-2012
X GUITAR BY ALESIS & design	X GUITAR BY ALESIS/ United States of America	Registered 15 Int.	78541739 04-Jan-2005	3240483 08-May-2007

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RECORDED: 10/02/2012

REEL: 004870 FRAME: 0839