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
INMUSIC BRANDS, INC.		09/28/2012	CORPORATION: FLORIDA

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: 94

Property Type	Number	Word Mark
Registration Number:	1810524	ADAT
Registration Number:	1423695	AKAI
Registration Number:	3099970	ALESIS
Registration Number:	1447267	ALESIS
Serial Number:	85174891	ALESIS PERFORMANCE PAD PRO
Serial Number:	85536976	ALL-STAR GUITAR
Serial Number:	85583902	AMPDOCK
Serial Number:	85584565	AMPTOUCH
Registration Number:	2391963	ANTI SHOCK
Registration Number:	3262793	AXIOM
Registration Number:	3704315	AXIS 4
Registration Number:	3702796	BOOM
Registration Number:	3383347	CONECTIV
Registration Number:	3280451	COOLFIRE 15

CH $2365.00 1810524

Registration Number:	3527477	DESK ROCKER
Registration Number:	2402458	DJ IN A BOX
Registration Number:	3612974	DJIO
Serial Number:	85584575	DM 8 X KIT
Serial Number:	85584605	DM DOCK
Serial Number:	85584589	DM TOUCH
Serial Number:	85580039	DUO DECK
Registration Number:	3393506	FIT FOR SOUND
Registration Number:	3612350	FIT FOR SOUND
Serial Number:	85585001	GUITAR IO
Serial Number:	85173872	HEAR NO EVIL
Registration Number:	3768366	HYPERCONTROL
Registration Number:	3134162	IDJ
Serial Number:	85584621	IO DOCK
Serial Number:	85585011	IO HUB
Serial Number:	85585018	IO MIX
Serial Number:	85585026	IO RACK
Registration Number:	2989365	ION
Registration Number:	3034143	ION
Registration Number:	2989383	ION
Serial Number:	85580090	LIVE DRIVE
Registration Number:	3604633	LP2FLASH
Registration Number:	4179676	LP2GO
Registration Number:	3664642	LPDOCK
Registration Number:	2940355	LTO
Registration Number:	2984756	LUNA
Registration Number:	3047826	M-AUDIO
Registration Number:	2839581	M-AUDIO
Serial Number:	85621385	MAX25
Serial Number:	85621399	MAX61
Serial Number:	85621407	MAX88
Registration Number:	3356041	MICROTRACK
Registration Number:	4114217	MIXDECK
Registration Number:	3336950	MIXLAB
Registration Number:	3049171	MIXMEISTER

	85345435	MIXTRACK
Registration Number:	3968544	MPC
Registration Number:	3383879	MULTIMIX
Registration Number:	3617784	MULTIPORT
Registration Number:	2969628	NOVA
Registration Number:	1824178	NUMARK
Registration Number:	3563996	PHOTON
Registration Number:	3149658	PLAYMATE GUITARIST
Registration Number:	3040475	POWERED BY ALESIS
Serial Number:	85585195	PRO X KICK PEDAL
Registration Number:	3512196	PROKEYS
Serial Number:	85585202	Q61
Serial Number:	85585213	QX25
Serial Number:	85585229	QX61
Serial Number:	85585225	SAMPLEPAD
Serial Number:	85536935	SCRATCH: THE ULTIMATE DJ
Registration Number:	3281162	SESSION
Registration Number:	3047691	SOLARIS
Registration Number:	3291910	SPUTNIK
Serial Number:	85585248	STAGEPHONES
Registration Number:	3552100	STRIKE
Registration Number:	4122132	STRIP SEARCH
Registration Number:	3445932	STRUCTURE
Registration Number:	3316272	STUDIOPHILE
Registration Number:	3446083	STUDIOPHILE
Registration Number:	4112119	SURGE
Registration Number:	3374387	SYNCHROSCIENCE
Registration Number:	3596835	TAPE2PC
Registration Number:	3374386	TORQ
Registration Number:	3412411	TOTAL CONTROL
Registration Number:	3504457	TOTAL CONTROL
Registration Number:	3606996	TRANSFUSER
Registration Number:	3495994	TRIGGER FINGER
Serial Number:	85580144	U TRANSFER
Registration Number:	3612349	U-RECORD

	3374341	VELVET
Registration Number:	3905822	VENOM
Serial Number:	85584525	VINYL ALIVE
Serial Number:	85584549	VINYL FOREVER
Registration Number:	3438330	VIRTUAL VINYL
Registration Number:	3240483	X GUITAR BY ALESIS
Registration Number:	3482480	XPONENT
Registration Number:	3249425	X-SESSION
Registration Number:	3025563	PROSESSIONS
Registration Number:	3564365	NUVJ

CORRESPONDENCE DATA

Fax Number: 5089293177

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

Phone: 508-926-3455

Email: trademark@bowditch.com

Correspondent Name: Roger P. Zimmerman

Address Line 1: 311 Main Street

Address Line 2: P.O. Box 15156

Address Line 4: Worcester, MASSACHUSETTS 01615-0156

ATTORNEY DOCKET NUMBER:	060808.0565
NAME OF SUBMITTER:	Amanda Bernier
Signature:	/Amanda Bernier/
Date:	10/16/2012

Total Attachments: 28

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 28th day of September, 2012 by and between **INMUSIC BRANDS, INC.**, a Florida corporation with its principal place of business at 200 Scenic View Drive, Suite 201, Cumberland, Rhode Island 02864 ("inMusic Brands") and **BANK OF AMERICA, N.A.**, a national banking association with an office at 100 Front Street, Worcester, Massachusetts 01608 (the "Bank").

RECITALS

A. Bank has agreed to make advances of money and to extend certain financial accommodations (the "Loans") to each of inMusic Brands, inMusic, LLC ("inMusic"), Numark International, Inc. ("Numark") and Sonivox, L.P. ("Sonivox") (inMusic Brands, inMusic, Sonivox and International individually a "Borrower" and collectively the "Borrowers"), pursuant to that 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 Loans are 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 inMusic Brands 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, inMusic Brands 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 inMusic Brands' Indebtedness (as defined below), inMusic Brands 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, including, without limitation, all Obligations (as defined in the Loan Agreement) (hereinafter, the "Indebtedness"), inMusic Brands 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 inMusic Brands 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 inMusic Brands 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. inMusic Brands 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. inMusic Brands 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 inMusic Brands, 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, inMusic Brands will not transfer or otherwise encumber any interest in the Intellectual Property Collateral except for non-exclusive licenses granted by inMusic Brands 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) inMusic Brands 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 inMusic Brands in or to any Trademark, Patent, Copyright or Mask Work specified in this IP Agreement;

(f) inMusic Brands 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 inMusic Brands determines that reasonable business practices suggest that abandonment is appropriate;

(g) inMusic Brands 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 inMusic Brands 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 inMusic Brands of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by inMusic Brands 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 inMusic Brands with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) inMusic Brands 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. inMusic Brands 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 inMusic Brands' 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 inMusic Brands obtaining actual knowledge thereof, inMusic Brands will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of inMusic Brands 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 inMusic Brands' sole expense, any actions that inMusic Brands is required under this IP Agreement to take but which inMusic Brands fails to take, after ten (10) days' notice to inMusic Brands. inMusic Brands 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. inMusic Brands hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to inMusic Brands, any of inMusic Brands' 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 inMusic Brands 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 inMusic Brands' trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, inMusic Brands 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) inMusic Brands hereby irrevocably appoints Bank as its attorney-in-fact, with full authority in the place and stead of inMusic Brands and in the name of inMusic Brands, Bank or otherwise, from time to time in Bank's discretion, upon inMusic Brands' 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 inMusic Brands' 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 inMusic Brands 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 inMusic Brands 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 inMusic Brands 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) inMusic Brands breaches any warranty or agreement made by inMusic Brands 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 inMusic Brands 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. inMusic Brands 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. inMusic Brands 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 inMusic Brands, 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 inMusic Brands shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to inMusic Brands all deeds, assignments and other instruments as may be necessary or proper to reinvest in inMusic Brands 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. INMUSIC BRANDS 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 INMUSIC BRANDS BY MAIL AT THE ADDRESS SET FORTH IN THIS IP AGREEMENT. INMUSIC BRANDS 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. INMUSIC BRANDS 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 NOTES (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 LOANS OR ENFORCEMENT OF THIS IP AGREEMENT, THE LOAN AGREEMENT, THE NOTES 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, INMUSIC BRANDS 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. INMUSIC BRANDS 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 LOANS.

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 inMusic Brands; (ii) to prospective transferees or purchasers of any interest in the Loans, 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,

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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.

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.

INMUSIC BRANDS, INC.

Witness

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

BANK OF AMERICA, N.A.

_____
Witness

By: _____
Name: Peter G. McCarthy
Title: Senior Vice President

STATE OF RHODE ISLAND

County of Providence

On this 26th 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 ☐ 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 inMusic Brands, Inc.

Notary Public
My Commission Expires:

OFFICIAL SEAL
JEAN A. HARRINGTON
NOTARY PUBLIC - RHODE ISLAND
My Commission Expires 8-19-2016

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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.

INMUSIC BRANDS, INC.

_____
Witness

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

BANK OF AMERICA, N.A.

_____
Witness

By: _____
Name: Peter G. McCarthy
Title: Senior Vice President

STATE OF RHODE ISLAND

County of Providence

On this __ 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 ☐ 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 inMusic Brands, Inc.

_____
Notary Public
My Commission Expires:

{Client Files\BAN\060808\0565\DOC\02464701.DOC;3}

EXHIBIT A – COPYRIGHTS:

SEE ATTACHED

EXHIBIT B – PATENTS:

SEE ATTACHED

EXHIBIT C – TRADEMARKS:

SEE ATTACHED

EXHIBIT D - MASK WORKS:

SEE ATTACHED

EXHIBITS TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
dated as of
SEPTEMBER 28, 2012
by and among
INMUSIC BRANDS, INC.

and
BANK OF AMERICA, N.A.

EXHIBIT A

Copyrights

TORQ 1.5, registration number TX7-256-308
TORQ 2.0, registration number TX7-377-346
Starburst Arcade Design, registration number VA-1-801-795
Computer Program for Music Mixing Device, registration number TX 4-825-186
Alesis HR 16-B Drum Voices, registration number SR-125-805
Alesis HR 16 Drum Voices, registration number SR-125-806
Alesis SR-16 Samples, registration number SR-131-345
Alesis Drum Machine Software, registration number TX-2-831-574
Alesis SR-16 Software Listing, registration number TX-3-055-259

EXHIBIT B

Patents

See Attached

EXHIBIT B TO IP SECURITY AGREEMENT

PATENTS OF INMUSIC BRANDS, INC.

Title	Country	Status	Application Number	Application Date	Patent Number	Grant Date	Expiration Date
AD37-TOUCH SENSITIVE CONTROL WITH VISUAL INDICATOR	United States	Filed	13299834	11/18/2011			
AC TRANSFORMER	United States	Granted	29165232	08/07/2002	D474150	05/06/2003	05/06/2017
ACV2-CASE FOR A TABLET COMPUTER	United States	Filed	61548265	10/18/2011			10/18/2012
ACV2-CASE FOR A TABLET COMPUTER	United States	Filed	61565288	11/30/2011			11/30/2012
ACV2-CASE FOR A TABLET COMPUTER	European Community Design	Granted	002044339	05/21/2012	002044339	05/21/2012	05/21/2037
ACV2-CASE FOR A TABLET COMPUTER	United States	Docketed					
ACV2-CASE FOR A TABLET COMPUTER	United States	Filed	29407937	12/05/2011			
ACV2-CONNECTOR	United States	Filed	29420793	05/14/2012			
ACV2-CONNECTOR CABLE STOWAGE SYSTEM FOR HANDHELD AND MOBILE COMPUTING DEVICE ACCESSORIES	United States	Filed	13494335	06/12/2012			
AD03-CONTROL INTERFACE FOR MUSICAL APPLICATIONS ON HANDHELD COMPUTING DEVICES	United States	Filed	12828418	07/01/2010			
AD03-PIANO KEYBOARD	United States	Granted	29352033	12/15/2009	D636013	04/12/2011	04/12/2025
AD05-KEYBOARD	European Community Design	Filed	002046482	05/24/2012			
AD05-KEYBOARD	United States	Filed	29408213	12/08/2011			
AD05-MUSIC-ORIENTED CONTROLLER FOR A TABLET COMPUTING DEVICE	United States	Filed	13313768	12/07/2011			
BOOK SCANNING DEVICE	United States	Filed	13099931	05/03/2011			
BUTTON MATRIX	United States	Filed	29428327	07/30/2012			
BUTTON MATRIX AND METHOD OF MOLDING THEREOF	United States	Filed	13547607	07/12/2012			
CDX-RECORD CONTROLLED SOUND PLAYBACK DEVICE	United States	Granted	29220778	01/06/2005	D518814	04/11/2006	04/11/2020
CONNECTOR	United States	Filed	29424414	06/12/2012			
CONNECTOR	United States	Filed	29420794	05/14/2012			
D2 Director-MEDIA STORAGE MANAGER AND PLAYER	United States	Granted	29246267	03/28/2006	D553641	10/23/2007	10/23/2021
DISC JOCKEY COMPONENT PLAYER AND MIXER APPARATUS	United States	Docketed					
DISC JOCKEY CONTROL SURFACE FOR CONTROLLING MULTIPLE MEDIA SOURCES (NC07)	United States	Docketed					
DISC JOCKEY TURNTABLE	United States	Granted	29/105573	05/26/1999	D433011	10/31/2000	10/31/2014
DISC JOCKEY TURNTABLE	United States	Granted	29175610	02/06/2003	D491915	06/22/2004	06/22/2018
DISC JOCKEY VIDEO GAME CONTROLLER	United States	Docketed					
EFFECTS TRANSITIONS IN A MUSIC AND AUDIO PLAYBACK SYSTEM	United States	Filed	12952541	11/23/2010			
HYBRID ELECTRONIC DRUM PAD WITH MEMBRANE AND PIEZO SENSOR	United States	Docketed					
iCDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER	United States	Granted	29246271	03/28/2006	D553118	10/16/2007	10/16/2021
iCDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER	United States	Granted	29282859	07/31/2007	D560203	01/22/2008	01/22/2022

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PATENTS OF INMUSIC BRANDS, INC.

Title	Country	Status	Application Number	Application Date	Patent Number	Grant Date	Expiration Date
iCG04-ARCADE-STYLE CABINET FOR A TABLET COMPUTER	European Community Design	Granted	001952920	11/25/2011	001952920	11/25/2011	11/25/2036
iCG04-ARCADE-STYLE CABINET FOR A TABLET COMPUTER	United States	Granted	29392857	05/27/2011	D656551	03/27/2012	03/27/2026
iCG04-ARCADE-STYLE CABINET FOR A TABLET COMPUTER	United States	Granted	29400550	08/30/2011	D656552	03/27/2012	03/27/2026
iCG04-ARCADE-STYLE GAME CONTROLLER FOR TABLET COMPUTING DEVICE	European Patent Convention	Filed	12157749.8	03/01/2012			
iCG04-ARCADE-STYLE GAME CONTROLLER FOR TABLET COMPUTING DEVICE	United States	Filed	13346782	01/10/2012			
iCG07-GAME CONTROLLER	United States	Filed	29417570	04/05/2012			
iCG07-GAME CONTROLLER FOR A HANDHELD COMPUTING DEVICE (iCG07)	United States	Filed	61587414	01/17/2012			01/17/2013
iCG07-GAME CONTROLLER FOR A HANDHELD COMPUTING DEVICE (iCG07)	United States	Filed	13561841	07/30/2012			
iCJ03-DISC JOCKEY VIDEO GAME CONTROLLER	United States	Granted	29331091	01/20/2009	D615595	05/11/2010	05/11/2024
iCJ03-DISC JOCKEY VIDEO GAME CONTROLLER	United States	Granted	29355766	02/12/2010	D621882	08/17/2010	08/17/2024
iCJ03-DISC JOCKEY VIDEO GAME CONTROLLER	United States	Granted	29365872	07/16/2010	D627829	11/23/2010	11/23/2024
iCK05-KEYBOARD	United States	Filed	29394535	06/17/2011			
iCK05-PIANO LEARNING SYSTEM FOR TABLET AND TOUCH SCREEN DEVICES	United States	Filed	61536096	09/19/2011			09/19/2012
iCUE3-GAME CONTROLLER	United States	Granted	29352044	12/15/2009	D624053	09/21/2010	09/21/2024
iDG01-DIGITAL PIANO WITH DOCK FOR A HANDHELD COMPUTING DEVICE	European Patent Convention	Filed	111900585	11/22/2011			
iDG01-DIGITAL PIANO WITH DOCK FOR A HANDHELD COMPUTING DEVICE	United States	Filed	13274745	10/17/2011			
iDJ2-DOCK SYSTEM AND MIXER FOR PORTABLE MEDIA DEVICES	United States	Granted	29246269	03/28/2006	D553608	10/23/2007	10/23/2021
iDJ-DOCK AND MIXER FOR MEDIA PLAYERS (iDJ)	United States	Granted	29246073	01/20/2006	D561177	02/05/2008	02/05/2022
iDJ-HOUSING FOR DOCK AND MIXER FOR MEDIA PLAYERS	United States	Granted	29246087	02/02/2006	D555148	11/13/2007	11/13/2021
iGT06-TABLET COMPUTER GUITAR CONTROLLER	European Patent Convention	Filed	121692891	05/24/2012			
iGT06-TABLET COMPUTER GUITAR CONTROLLER	United States	Filed	13463052	05/03/2012			
iPAI4- SPEAKER DOCK	United States	Filed	29414926	03/06/2012			
iSC02-BOOK SCANNING DEVICE	United States	Granted	29389021	04/06/2011	D657793	04/17/2012	04/17/2026
iSC02-BOOK SCANNING DEVICE CAMERA ASSEMBLY AND PAGE COMPRESSOR	United States	Filed	29389025	04/06/2011			
iSC02-BOOK SCANNING DEVICE CRADLE	United States	Granted	29389022	04/06/2011	D657794	04/17/2012	04/17/2026
iSC07-DOCUMENT SCANNER FOR A HANDHELD COMPUTING DEVICE	United States	Filed	61551236	10/25/2011			10/25/2012
iSC31-MOBILE DEVICE PHOTO SCANNER	European Patent Convention	Filed	121676225	05/11/2012			
iSC31-MOBILE DEVICE PHOTO SCANNER	United States	Filed	13442917	04/10/2012			
iSC31-MOBILE DEVICE PHOTO SCANNER	European Community Design	Filed	002088252	08/15/2012			

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Title	Country	Status	Application Number	Application Date	Patent Number	Grant Date	Expiration Date
iSC31-MOBILE DEVICE PHOTO SCANNER	United States	Filed	29413388	02/15/2012			
iSOAP-MOBILE PHONE SPEAKERPHONE WITH UN-PAIRING MECHANISM (iSPOAP)	United States	Docketed					
iSP0A-SPEAKERPHONE	United States	Filed	29389141	04/07/2011			
iSP0C-SPEAKERPHONE	United States	Filed	29389304	04/08/2011			
iT19-METHOD AND SYSTEM FOR RECORDING ANALOG AUDIO FROM A VINYL RECORD TURNTABLE TO A HANDHELD COMPUTING DEVICE	European Patent Convention	Filed	111849709	09/27/2011			
iT19-METHOD AND SYSTEM FOR RECORDING ANALOG AUDIO FROM A VINYL RECORD TURNTABLE TO A HANDHELD COMPUTING DEVICE	United States	Filed	13246189	09/27/2011			
iUK1-COMPUTER ENABLED KARAOKE MACHINE (iUK1)	United States	Filed	13215600	08/23/2011			
KNOB	United States	Granted	29393817	06/09/2011	D654345	02/21/2012	02/21/2026
LDK5-ELECTRONIC DRUM MODULE	United States	Granted	29361851	05/17/2010	D663352	07/10/2012	07/10/2026
LDM0-METHOD AND SYSTEM FOR INSTALLING SOUND SETS IN ELECTRONIC SYNTHESIZERS AND DRUMSETS	United States	Filed	12948315	11/17/2010			
LDPH2-ELECTRONIC HI-HAT CYMBAL CONTROLLER	United States	Filed	13561775	07/30/2012			
LDPH-ELECTRONIC HI-HAT CYMBAL CONTROLLER	United States	Filed	13220990	08/30/2011			
LDPT-ELECTRONIC CYMBAL	European Patent Convention	Filed	121692974	05/24/2012			
LDPT-IMPROVED ELECTRONIC CYMBAL	United States	Filed	13467319	05/09/2012			
LDT1-ELECTRONIC DRUM KIT AND MODULE CONFIGURED FOR A TABLET COMPUTING DEVICE	United States	Filed	13396236	02/14/2012			
LP2GO-VINYL RECORD TURNTABLE HAVING INTEGRATED DOCKING STATION FOR A PORTABLE MEDIA PLAYER (LP2GO)	United States	Filed	11957834	12/17/2007			
LQPK-KEYTAR CONTROLLER WITH PERCUSSION PADS AND ACCELEROMETER	European Patent Convention	Filed	121686513	05/21/2012			
LQPK-KEYTAR CONTROLLER WITH PERCUSSION PADS AND ACCELEROMETER	United States	Filed	13463462	05/03/2012			
LQPS- KEYTAR HAVING A DOCK FOR A TABLET COMPUTING DEVICE	European Patent Convention	Filed	121694947	05/25/2012			
LQPS- KEYTAR HAVING A DOCK FOR A TABLET COMPUTING DEVICE	United States	Filed	13478474	05/23/2012			
LRPD-HANDHELD COMPUTING DEVICE CASE WITH AUDIO OUTPUT	United States	Filed	61570524	12/14/2011			12/14/2012
LRPD-HANDHELD COMPUTING DEVICE CASE WITH AUDIO OUTPUT	United States	Filed	13566174	08/03/2012			
LXAB-AUDIO DOCK FOR A TABLET COMPUTER	United States	Granted	29413070	02/10/2012	D663302	07/10/2012	07/10/2026
LXAB-AUDIO DOCK FOR A TABLET COMPUTER	United States	Granted	29413078	02/10/2012	D663734	07/17/2012	07/17/2026
LXAB-AUDIO DOCK FOR A TABLET COMPUTER	United States	Granted	29413080	02/10/2012	D663303	07/10/2012	07/10/2026
LXAB-AUDIO I/O DOCK FOR A TABLET COMPUTER	European Community Design	Granted	001885518	07/01/2011	001885518000	07/01/2011	07/01/2036
LXAB-AUDIO I/O DOCK FOR A TABLET COMPUTER	United States	Granted	29392627	05/24/2011	D654077	02/14/2012	02/14/2026

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Title	Country	Status	Application Number	Application Date	Patent Number	Grant Date	Expiration Date
LXAB-AUDIO INPUT AND OUTPUT DOCK FOR A TABLET COMPUTER	Patent Cooperation Treaty	Filed	PCT/US1138918	06/02/2011			
LXAB-AUDIO INPUT AND OUTPUT DOCK FOR A TABLET COMPUTER	United States	Filed	13151986	06/02/2011			
LXAG-GUITAR INPUT AND OUTPUT DOCK FOR A TABLET COMPUTER	United States	Filed	61570504	12/14/2011			12/14/2012
LXUP-MIXER FOR A TABLET COMPUTER	United States	Filed	61594028	02/02/2012			02/02/2013
METHOD AND APPARATUS FOR PROCESSING DATA REPRESENTING A TIME HISTORY	United States	Granted	09722062	11/24/2000	6448484	09/10/2002	11/24/2020
METHOD FOR SYNCHRONIZING DIGITAL AUDIO TAPE	United States	Granted	08226380	04/12/1994	5541781	07/30/1996	04/12/2014
MINIATURIZED JOYSTICK FOR ELECTRONIC DEVICE INPUT	United States	Docketed					
MPCDJ-DISK JOCKEY MIXER AND DRUM MACHINE	United States	Filed	29411587	01/24/2012			
MUSIC AND AUDIO PLAYBACK SYSTEM	European Patent Convention	Filed	072527849	07/12/2007			
MUSIC AND AUDIO PLAYBACK SYSTEM	Japan	Granted	2007184170	07/13/2007	4283320	03/27/2009	07/13/2027
MUSIC AND AUDIO PLAYBACK SYSTEM	Japan	Filed	200919953	01/30/2009			
MUSIC AND AUDIO PLAYBACK SYSTEM	United States	Filed	11824383	06/29/2007			
NKA5-DISC JOCKEY CONTROLLER FOR A HANDHELD COMPUTING DEVICE	United States	Filed	13294344	11/11/2011			
NKA6-METHOD OF PROCESSING STEREO AUDIO INTO MULTIPLE AUDIO SOURCES (NKA6)	United States	Filed	61587253	01/17/2012			01/17/2013
NS7-DISC JOCKEY PERFORMANCE CONTROLLER	United States	Granted	29330702	01/13/2009	D602914	10/27/2009	10/27/2023
PHONOGRAPH CARTRIDGE	United States	Granted	29/117959	02/02/2000	D444147	06/26/2001	06/26/2015
REMOVABLE ELECTRONIC DRUM HEAD FOR AN ACOUSTIC DRUM	United States	Granted	12562370	09/18/2009	8039724	10/18/2011	09/18/2029
SERIAL DATA TRANSMISSION SYSTEM USING MINIMAL INTERFACE	United States	Granted	09603839	06/26/2000	6871051	03/22/2005	06/26/2020
SLIDE SCANNER WITH AUTMOATIC LOADING MECHANISM	United States	Docketed					
SYNCHRONOUS FADER PROCESSING IN AUDIO SYSTEMS	United States	Filed	12959710	12/03/2010			
TONE ARM ASSEMBLY	Germany	Granted	403049768	07/21/2003	403049768	12/08/2003	07/21/2028
TONE ARM ASSEMBLY	Great Britain	Granted	3013692	07/17/2003	3013692	07/17/2003	07/17/2028
TONEARM ASSEMBLY BASE	United States	Granted	29175614	02/06/2003	D494158	08/10/2004	08/10/2018
TOUCH SENSITIVE CONTROL WITH INDICATOR FOR MEDIA PLAYING SYSTEM	United States	Docketed					
UNIVERSAL BEAT SYNCHRONIZATION OF AUDIO AND LIGHTING SOURCES WITH INTERACTIVE VISUAL CUEING	United States	Granted	08909424	08/11/1997	6175632	01/16/2001	08/11/2017

EXHIBIT C

Trademarks

See Attached

EXHIBIT C TO IP SECURITY AGREEMENT
TRADEMARKS OF INMUSIC BRANDS, INC.

Trademark Name	Application Number	Registration Number	Status	Country	Registration Date	Renewal Date
ADAT		590293	Registered	Australia	12-Nov-1992	12-Nov-2012
ADAT	788784	522493	Registered	Benelux		13-Nov-2012
ADAT	716829	TMA451721	Renewed	Canada	15-Dec-1995	15-Dec-2025
ADAT		92441393	Registered	France		13-Nov-2012
ADAT	A53485	2071614	Registered	Germany	15-Jul-1994	30-Nov-2012
ADAT		112777	Registered	Greece		16-Feb-2013
ADAT		199503093	Registered	Hong Kong	19-Apr-1995	15-May-2013
ADAT		654077	Registered	Italy		16-Nov-2012
ADAT		3156170	Registered	Japan		31-May-2016
ADAT		289359	Registered	Korea, Republic of		30-Apr-2014
ADAT		543935	Registered	Mexico	13-Nov-1992	13-Nov-2012
ADAT		1730159	Registered	Spain		13-Nov-2012
ADAT		329062	Registered	Sweden		27-Nov-2018
ADAT	0807/1992	402311	Registered	Switzerland		12-Nov-2012
ADAT		619467	Registered	Taiwan		31-Oct-2013
ADAT		623062	Registered	Taiwan		30-Nov-2013
ADAT	74275681	1810524	Registered	United States of America	14-Dec-1993	14-Dec-2013
AKAI		424971	Registered	Benelux		15-Jul-2016
AKAI		1352121	Registered	France	24-Apr-1986	24-Apr-2016
AKAI	73594903	1423695	Renewed	United States of America	06-Jan-1987	06-Jan-2017
ALESIS	2684612	2145557	Registered	Argentina	11-Jul-1996	11-Jul-2016
ALESIS		655776	Registered	Australia	15-Mar-1995	15-Mar-2015
ALESIS		820162663	Renewed	Brazil	13-Oct-1999	13-Oct-2019
ALESIS		820162671	Renewed	Brazil	13-Oct-1999	13-Oct-2019
ALESIS	8123937	8123937	Registered	European Community	25-Feb-2009	25-Feb-2019
ALESIS		2712120	Registered	Japan		31-Jan-2016
ALESIS		1676793	Registered	Spain	02-Jan-2002	02-Jan-2022
ALESIS		248387	Registered	Sweden		16-Apr-2023
ALESIS		1347005	Registered	United Kingdom		09-Jun-2015
ALESIS	78385926	3099970	Registered	United States of America	06-Jun-2006	06-Jun-2016
ALESIS	73628321	1447267	Registered	United States of America	14-Jul-1987	14-Jul-2017
ALESIS (block letters)	93014852	1168570	Registered	Taiwan		15-Aug-2015
ALESIS (block letters) and ALESIS (stylized) (SERIES REG.)	300190773	300190773	Registered	Hong Kong	24-Sep-2004	02-Apr-2014
ALESIS (stylized)	2279681		Pending	India		
ALESIS (stylized)	93014851	1160848	Registered	Taiwan		30-Jun-2015
ALESIS PERFORMANCE PAD PRO	85174891		Pending	United States of America		
ALESIS STUDIO ELECTRONICS		817096574	Registered	Brazil	21-Mar-1995	21-Mar-2015
ALESIS STUDIO ELECTRONICS		817096566	Registered	Brazil	21-Mar-1995	21-Mar-2015
ALL-STAR GUITAR	85536976		Pending	United States of America		

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Trademark Name	Application Number	Registration Number	Status	Country	Registration Date	Renewal Date
ALTO and Design		869909	Registered	Australia	20-Mar-2001	20-Mar-2021
ALTO and Design	826627919		Pending	Brazil		
ALTO and Design		19841	Registered	Ecuador	07-Mar-2003	24-Sep-2012
ALTO and Design		141428	Registered	Egypt	07-Aug-2007	28-Mar-2021
ALTO and Design	3599453	2142503	Registered	European Community	24-Apr-2002	20-Mar-2011
ALTO and Design		499843	Registered	Indonesia	05-Mar-2002	19-Mar-2011
ALTO and Design		147659	Registered	Israel	02-May-2002	20-Mar-2011
ALTO and Design		1005840	Registered	Malaysia	03-Jan-2004	10-May-2021
ALTO and Design		822739	Registered	Mexico	27-Feb-2004	18-Apr-2021
ALTO and Design		76812	Registered	Morocco	22-Mar-2001	22-Mar-2021
ALTO and Design		634266	Registered	New Zealand	19-Mar-2001	19-Mar-2018
ALTO and Design		234514	Registered	Russian Federation	09-Jan-2003	21-Mar-2021
ALTO and Design		99702611	Registered	Saudi Arabia		29-Nov-2011
ALTO and Design		T01/06219E	Registered	Singapore	04-May-2001	04-May-2021
ALTO and Design		2001/05450	Registered	South Africa	29-Mar-2001	29-Mar-2011
ALTO and Design		19195	Registered	Tangier	22-Mar-2001	22-Mar-2022
ALTO and Design		355863	Registered	Uruguay	10-Apr-2007	10-Apr-2015
ALTO and Design	1005118		Pending	Venezuela		
ALTO and Design		14752	Registered	Yemen, Republic of	28-Mar-2001	28-Mar-2021
ALTO PROFESSIONAL			Pending	Brazil		
AMPDOCK	85583902		Pending	United States of America		
AMPTOUCH	85584565		Pending	United States of America		
ANTI SHOCK and Design	75450091	2391963	Registered	United States of America	03-Oct-2000	03-Oct-2020
AXIOM		3262793	Registered	United States of America	10-Jul-2007	10-Jul-2017
AXIS 4	77570764	3704315	Registered	United States of America	03-Nov-2009	03-Nov-2019
BOOM		3702796	Registered	United States of America	27-Oct-2009	27-Oct-2019
CONECTIV		3383347	Registered	United States of America	10-Feb-2008	10-Feb-2018
COOLFIRE 15	78470104	3280451	Registered	United States of America	14-Aug-2007	14-Aug-2017
DESK ROCKER	979874		Registered	European Community	25-Sep-2008	25-Sep-2018
DESK ROCKER		979874	Registered	Int'l Registration - Madrid Protocol Only	25-Sep-2008	25-Sep-2018
DESK ROCKER	77455403	3527477	Registered	United States of America	04-Nov-2008	04-Nov-2018
DJ IN A BOX	75450090	2402458	Registered	United States of America	07-Nov-2000	07-Nov-2020
DJIO		937322	Registered	Int'l Registration - Madrid Protocol Only	06-Sep-2007	06-Sep-2017
DJIO		937322	Registered	Japan	06-Sep-2007	
DJIO	77124500	3612974	Registered	United States of America	28-Apr-2009	28-Apr-2019
DM 8 X KIT	85584575		Pending	United States of America		
DM DOCK	85584605		Pending	United States of America		
DM TOUCH	85584589		Pending	United States of America		

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Trademark Name	Application Number	Registration Number	Status	Country	Registration Date	Renewal Date
DUO DECK	85580039		Pending	United States of America		
FIT FOR SOUND		919891	Registered	European Community	20-Oct-2008	20-Oct-2018
FIT FOR SOUND		981813	Registered	Int'l Registration - Madrid Protocol Only	22-Feb-2007	22-Feb-2017
FIT FOR SOUND		919891	Registered	Japan	22-Feb-2007	22-Feb-2017
FIT FOR SOUND	78957474	3393506	Registered	United States of America	04-Mar-2008	04-Mar-2018
FIT FOR SOUND and Design		981813	Registered	European Community	20-Oct-2008	
FIT FOR SOUND and Design		981813	Registered	Int'l Registration - Madrid Protocol Only	20-Oct-2008	20-Oct-2018
FIT FOR SOUND and Design		981813	Registered	Japan		
FIT FOR SOUND and Design	77586258	3612350	Registered	United States of America	28-Apr-2009	28-Apr-2019
GUITAR iO	85585001		Pending	United States of America		
HEAR NO EVIL	85173872		Published	United States of America		
HYPERCONTROL		3768366	Registered	United States of America	30-Mar-2010	30-Mar-2020
iDJ	4703906	4703906	Registered	European Community	09-May-2006	20-Oct-2015
IDJ	78514389	3134162	Registered	United States of America	22-Aug-2006	22-Aug-2016
iO DOCK	85584621		Pending	United States of America		
iO HUB	85585011		Pending	United States of America		
iO MIX	85585018		Pending	United States of America		
iO RACK	85585026		Pending	United States of America		
ION	1242293	1242293	Registered	Australia	23-May-2009	23-May-2018
ION	828580146	828580146	Registered	Brazil	26-May-2009	26-May-2019
ION	4102584	4102584	Registered	China (Peoples Republic)	21-Apr-2007	20-Apr-2017
ION		30675947	Registered	Germany	02-Feb-2007	11-Dec-2016
ION		300230651	Registered	Hong Kong	09-Dec-2004	10-Jun-2014
ION	93026845	1146053	Registered	Taiwan	01-Apr-2005	01-Apr-2015
ION	2441309A	2441309A	Registered	United Kingdom	13-Dec-2006	13-Dec-2016
ION		2441309B	Registered	United Kingdom	13-Dec-2006	13-Dec-2016
ION	78425415	2989365	Registered	United States of America	30-Aug-2005	30-Aug-2015
ION and Design	1242294	1242294	Registered	Australia	23-May-2009	23-May-2018
ION and Design	828580138	828580138	Registered	Brazil	26-May-2009	26-May-2019
ION and Design	4102585	4102585	Registered	China (Peoples Republic)	21-Apr-2007	20-Apr-2017
ION and Design		30675948.9	Registered	Germany	02-Feb-2007	11-Dec-2016
ION and Design		300230660	Registered	Hong Kong	09-Dec-2004	10-Jun-2014
ION and Design	93026847	1146054	Registered	Taiwan	01-Apr-2005	30-Apr-2015
ION and Design	2441310B	2441310B	Registered	United Kingdom	13-Dec-2006	13-Dec-2016
ION and Design	2441310A	2441310A	Registered	United Kingdom	13-Dec-2006	13-Dec-2016
ION and Design	78229449	3034143	Registered	United States of America	27-Dec-2005	27-Dec-2015
ION and Design (cl. 15)	78428380	2989383	Registered	United States of America	30-Aug-2005	30-Aug-2015
ION and Design	2279682		Pending	India		

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Trademark Name	Application Number	Registration Number	Status	Country	Registration Date	Renewal Date
ION and Design	2441310A	2441310A	Registered	United Kingdom	13-Dec-2006	13-Dec-2016
LIVE DRIVE	85580090		Pending	United States of America		
LP2FLASH		979872	Registered	European Community	25-Sep-2008	25-Sep-2018
LP2FLASH		979872	Registered	Int'l Registration - Madrid Protocol Only	25-Sep-2008	25-Sep-2018
LP2FLASH		979872	Registered	Japan	25-Sep-2008	25-Sep-2018
LP2FLASH	77436794	3604633	Registered	United States of America	07-Apr-2009	07-Apr-2019
LP2GO		983614	Registered	European Community	23-Oct-2008	23-Oct-2018
LP2GO		983614	Registered	Int'l Registration - Madrid Protocol Only	23-Oct-2008	23-Oct-2018
LP2GO		983614	Registered	Japan	23-Oct-2008	23-Oct-2018
LP2GO	77564589	4179676	Registered	United States of America	24-Jul-2012	24-Jul-2022
LPDOCK	979875	979875	Registered	European Community	25-Sep-2008	25-Sep-2018
LPDOCK		979875	Registered	Int'l Registration - Madrid Protocol Only	25-Sep-2008	25-Sep-2018
LPDOCK	77455396	3664642	Registered	United States of America	04-Aug-2009	04-Aug-2019
LTO		4301978	Registered	China (Peoples Republic)	21-Mar-2007	20-Mar-2017
LTO and Design		2085300	Registered	Argentina	12-May-2006	12-May-2016
LTO and Design		102073-C	Registered	Bolivia	26-Jan-2006	26-Jan-2016
LTO and Design		TMA593399	Registered	Canada	29-Oct-2003	29-Oct-2018
LTO and Design		951620	Registered	Chile	18-Jun-2012	23-Jan-2022
LTO and Design		1983657	Registered	China (Peoples Republic)	07-Oct-2002	06-Oct-2012
LTO and Design		241510	Registered	Czechoslovakia	21-Feb-2002	16-Mar-2021
LTO and Design		128253	Registered	Guatemala	14-May-2002	07-Mar-2014
LTO and Design		98901	Registered	Iran	28-May-2002	14-Nov-2011
LTO and Design		04-0569904	Registered	Korea, Republic of	26-Dec-2003	26-Dec-2013
LTO and Design	0102P142		Pending	Nigeria		
LTO and Design	0103P181		Pending	Nigeria		
LTO and Design		279455	Registered	Paraguay	21-Jun-2005	21-Jun-2015
LTO and Design		82432	Registered	Peru	15-Aug-2002	15-Aug-2022
LTO and Design		R160572	Registered	Poland	23-Aug-2005	22-Mar-2011
LTO and Design		46692	Registered	Serbia	08-Jan-2004	27-Mar-2011
LTO and Design		200181	Registered	Slovakia	12-Apr-2001	12-Apr-2021
LTO and Design		TM160486	Registered	Thailand	27-Apr-2001	26-Apr-2011
LTO and Design		2001/05513	Registered	Turkey	28-Mar-2001	26-Mar-2011
LTO and Design		42179	Registered	United Arab Emirates	27-Mar-2001	27-Mar-2021
LTO and Design	76223589	2940355	Registered	United States of America	12-Apr-2005	12-Apr-2015
LTO MUSIC, PASSION, DESIGN (stylized)	9247016	9247016	Registered	European Community	27-Dec-2010	14-Jul-2021

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Trademark Name	Application Number	Registration Number	Status	Country	Registration Date	Renewal Date
LTO MUSIC, PASSION, DESIGN (stylized)	99032845		Pending	Taiwan		
LUNA		2984756	Registered	United States of America	16-Aug-2005	16-Aug-2015
M-AUDIO		1831514	Registered	Argentina	29-May-2001	29-May-2021
M-AUDIO		1200480	Registered	Australia	24-Sep-2007	24-Sep-2017
M-AUDIO		TMA732778	Registered	Canada	20-Jan-2009	20-Jan-2024
M-AUDIO	8439653		Pending	China (Peoples Republic)		
M-AUDIO	8439652		Pending	China (Peoples Republic)		
M-AUDIO		5607627	Registered	European Community	28-Jan-2008	11-Jan-2017
M-AUDIO		1613589	Registered	India	31-Mar-2010	22-Oct-2017
M-AUDIO		5198610	Registered	Japan	23-Jan-2009	23-Jan-2019
M-AUDIO		782123	Registered	New Zealand	03-Jul-2008	03-Jan-2018
M-AUDIO		707564	Registered	Paraguay		
M-AUDIO		T07/24284E	Registered	Singapore	29-Dec-2007	29-Dec-2017
M-AUDIO		T07/24283G	Registered	Singapore	22-Apr-2008	29-Dec-2017
M-AUDIO		566112	Registered	Switzerland	28-Dec-2007	26-Sep-2017
M-AUDIO		2005 58891	Registered	Turkey	30-Dec-2005	30-Dec-2015
M-AUDIO		3047826	Registered	United States of America	24-Jan-2006	24-Jan-2016
M-AUDIO		2839581	Registered	United States of America	11-May-2004	11-May-2014
M-AUDIO (stylized)		03 3207401	Registered	France	31-Jan-2003	30-Jan-2013
MAX25	85621385		Pending	United States of America		
MAX61	85621399		Pending	United States of America		
MAX88	85621407		Pending	United States of America		
MICROTRACK		6516471	Registered	European Community	03-Nov-2008	14-Dec-2017
MICROTRACK		3356041	Registered	United States of America	18-Dec-2007	18-Dec-2017
MIXDECK	85345378	4114217	Registered	United States of America	20-Mar-2012	20-Mar-2022
MIXLAB		3336950	Registered	United States of America	13-Nov-2007	13-Nov-2017
MIXMEISTER	78442597	3049171	Registered	United States of America	24-Jan-2006	24-Jan-2016
MIXTRACK	85345435		Pending	United States of America		
MPC	77952179	3968544	Registered	United States of America	31-May-2011	31-May-2021
MULTIMIX		923013	Registered	European Community	16-Apr-2007	16-Apr-2017
MULTIMIX		923013	Registered	Int'l Registration - Madrid Protocol Only	16-Apr-2007	16-Apr-2017
MULTIMIX		923013	Registered	Japan	16-Apr-2007	16-Apr-2017
MULTIMIX	77022742	3383879	Registered	United States of America	19-Feb-2008	19-Feb-2018
MULTIPORT	77497327	3617784	Registered	United States of America	05-May-2009	05-May-2019
MUSIC WITH PASSION		11211442	Registered	Taiwan		
NOVA		2969628	Registered	United States of America	19-Jul-2005	19-Jul-2015
NUMARK		95579088	Registered	France		04-Jul-2015
NUMARK		39528223	Registered	Germany		31-Jul-2015

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Trademark Name	Application Number	Registration Number	Status	Country	Registration Date	Renewal Date
NUMARK		126551	Registered	Greece		17-Oct-2015
NUMARK		1996B07917	Registered	Hong Kong	20-Jan-1995	20-Jan-2016
NUMARK		1996B07916	Registered	Hong Kong	20-Jan-1995	20-Jan-2016
NUMARK	2279677		Pending	India		
NUMARK	RM2005C004601	719660	Registered	Italy		31-Aug-2015
NUMARK	H07-088155	4108221	Registered	Japan	30-Jan-1998	30-Jan-2018
NUMARK		457106	Registered	Korea, Republic of	21-Oct-2009	21-Oct-2019
NUMARK	95009652	95009652	Registered	Malaysia		14-Sep-2012
NUMARK		161113	Registered	Peru	05-Feb-2010	05-Feb-2020
NUMARK		T95/08468F	Registered	Singapore		05-Sep-2015
NUMARK		647580	Renewed	Taiwan	01-Jul-1994	31-Jan-2014
NUMARK		629327	Renewed	Taiwan	16-Jan-1994	31-Jan-2014
NUMARK		642909	Renewed	Taiwan	01-May-1994	31-Jan-2014
NUMARK		646541	Renewed	Taiwan	16-Jun-1994	31-Jan-2014
NUMARK		649801	Renewed	Taiwan	16-Jul-1994	31-Jan-2014
NUMARK		649803	Renewed	Taiwan	16-Jul-1994	31-Jan-2014
NUMARK		649804	Renewed	Taiwan	16-Jul-1994	31-Jan-2014
NUMARK		631371	Renewed	Taiwan	01-Feb-1994	31-Jan-2014
NUMARK		645229	Renewed	Taiwan	01-Jun-1994	31-Jan-2014
NUMARK		1529600	Renewed	United Kingdom	27-Nov-2009	27-Nov-2019
NUMARK	74335287	1824178	Registered	United States of America	01-Mar-1994	01-Mar-2014
NUMARK		20941	Renewed	Viet Nam		11-Sep-2015
NUMARK (block letters)		3880009	Registered	China (Peoples Republic)	14-Apr-2006	13-Apr-2016
NUMARK (stylized)		821243381	Registered	Brazil	02-Aug-2005	02-Aug-2015
NUMARK (stylized)	95023106	926514	Registered	China (Peoples Republic)	07-Jan-1997	06-Jan-2017
NUVJ	7058811	7058811	Registered	European Community	09-Jan-2009	11-Jul-2018
NUVJ	77497274	3564365	Registered	United States of America	20-Jan-2009	20-Jan-2019
PHOTON	7256092	7256092	Registered	European Community		24-Sep-2018
PHOTON	77491635	3563996	Registered	United States of America	20-Jan-2009	20-Jan-2019
PLAYMATE GUITARIST	78470097	3149658	Registered	United States of America	26-Sep-2006	26-Sep-2016
POWERED BY ALESIS	78425390	3040475	Registered	United States of America	10-Jan-2006	10-Jan-2016
PRO X KICK PEDAL	85585195		Pending	United States of America		
PROKEYS		3512196	Registered	United States of America	07-Oct-2008	07-Oct-2018
PROSESSIONS		6296198	Registered	European Community	10-Jul-2008	20-Sep-2017
PROSESSIONS		3025563	Registered	United States of America	13-Dec-2005	13-Dec-2015
Q61	85585202		Pending	United States of America		
QX25	85585213		Pending	United States of America		
QX61	85585229		Pending	United States of America		
SAMPLEPAD	85585225		Pending	United States of America		
SCRATCH THE ULTIMATE DJ	85536935		Pending	United States of America		

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Trademark Name	Application Number	Registration Number	Status	Country	Registration Date	Renewal Date
SESSION		5147379	Registered	Japan	04-Jul-2008	04-Jul-2018
SESSION		3281162	Registered	United States of America	14-Aug-2007	14-Aug-2017
SOLARIS		3047691	Registered	United States of America	24-Jan-2006	24-Jan-2016
SPUTNIK		3291910	Registered	United States of America	11-Sep-2007	11-Sep-2017
STAGEPHONES	85585248		Pending	United States of America		
STRIKE		3552100	Registered	United States of America	23-Dec-2008	23-Dec-2018
STRIP SEARCH	8481749	8481749	Registered	European Community	12-Jan-2010	10-Aug-2019
STRIP SEARCH	77656436	4122132	Registered	United States of America	03-Apr-2012	03-Apr-2022
STRUCTURE		3445932	Registered	United States of America	10-Jun-2008	10-Jun-2018
STUDIOPHILE		6050058	Registered	European Community	04-Jun-2008	28-Jun-2017
STUDIOPHILE		3316272	Registered	United States of America	23-Oct-2007	23-Oct-2017
STUDIOPHILE		3446083	Registered	United States of America	10-Jun-2008	10-Jun-2018
SURGE	979923	979923	Registered	European Community	22-Sep-2008	22-Sep-2018
SURGE		979923	Registered	Int'l Registration - Madrid Protocol Only	22-Sep-2008	22-Sep-2018
SURGE	77497144	4112119	Registered	United States of America	13-Mar-2012	13-Mar-2022
SYNCHROSCIENCE		5649462	Registered	European Community	10-Mar-2008	29-Jan-2017
SYNCHROSCIENCE		5057586	Registered	Japan	29-Jun-2007	29-Jun-2017
SYNCHROSCIENCE		3374387	Registered	United States of America	22-Jan-2008	22-Jan-2018
TAPE2PC		980464	Registered	European Community	02-Oct-2008	02-Oct-2018
TAPE2PC		980464	Registered	Int'l Registration - Madrid Protocol Only	02-Oct-2008	02-Oct-2018
TAPE2PC	980464	980464	Registered	Japan	02-Oct-2008	02-Oct-2018
TAPE2PC	77514284	3596835	Registered	United States of America	24-Mar-2009	24-Mar-2019
TORQ		5649521	Registered	European Community	29-Apr-2008	29-Jan-2017
TORQ		3374386	Registered	United States of America	22-Jan-2008	22-Jan-2018
TOTAL CONTROL	77124524	3412411	Registered	United States of America	15-Apr-2008	15-Apr-2018
TOTAL CONTROL and Design	77390966	3504457	Registered	United States of America	23-Sep-2008	23-Sep-2018
TRANSFUSER		6973606	Registered	European Community	09-Jun-2008	09-Jun-2018
TRANSFUSER		3606996	Registered	United States of America	14-Apr-2009	14-Apr-2019
TRIGGER FINGER		3495994	Registered	United States of America	02-Sep-2008	02-Sep-2018
U TRANSFER	85580144		Pending	United States of America		
U-RECORD	994940	994940	Registered	European Community	17-Feb-2009	17-Feb-2019
U-RECORD	994940	994940	Registered	Int'l Registration - Madrid Protocol Only	17-Feb-2009	17-Feb-2019
U-RECORD		994940	Registered	Japan	17-Feb-2009	17-Feb-2019
U-RECORD	77586137	3612349	Registered	United States of America	28-Apr-2009	28-Apr-2019
VELVET		3374341	Registered	United States of America	22-Jan-2008	22-Jan-2018
VENOM		3905822	Registered	United States of America	11-Jan-2011	11-Jan-2021
VINYL ALIVE	85584525		Pending	United States of America		

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Trademark Name	Application Number	Registration Number	Status	Country	Registration Date	Renewal Date
VINYL FOREVER	85584549		Pending	United States of America		
VIRTUAL VINYL		918401	Registered	European Community	01-Feb-2007	01-Feb-2017
VIRTUAL VINYL		918401	Registered	Int'l Registration - Madrid Protocol Only	01-Feb-2007	01-Feb-2017
VIRTUAL VINYL		918401	Registered	Japan	01-Feb-2007	01-Feb-2017
VIRTUAL VINYL	78942888	3438330	Registered	United States of America	27-May-2008	27-May-2018
X GUITAR BY ALESIS and Design	78541739	3240483	Registered	United States of America	08-May-2007	08-May-2017
XPONENT		3482480	Registered	United States of America	05-Aug-2008	05-Aug-2018
X-SESSION		3249425	Registered	United States of America	05-Jun-2007	05-Jun-2017

EXHIBIT D

Mask Works

NONE

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