

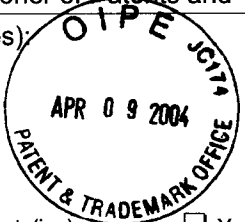


Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
David B. Smith
Fred Bianchi
Kojiro Umezaki
4.9.04
 Additional names(s) of conveying party(ies) Yes No



2. Name and address of receiving party(ies):
 Name: REALTIME MUSIC SOLUTIONS, INC.
 Address: Suite 1200
134 West 26th Street
 City: New York State/Prov.: NY
 Country: USA ZIP: 10001
 Additional name(s) & address(es) Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: 7/28/02, 7/1/02, and 7/10/02

4. Application number(s) or patent numbers(s):
 If this document is being filed together with a new application, the execution date of the application is: _____

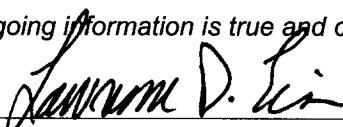
Patent Application No.	Filing date	B. Patent No.(s)
<u>10/731,085</u>	<u>12/10/03</u>	

 Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lawrence D. Eisen
 Registration No. 41,009
 Address: Shaw Pittman LLP
1650 Tysons Boulevard
 City: McLean State/Prov.: VA
 Country: USA ZIP: 22102

6. Total number of applications and patents involved: **1**
 7. Total fee (37 CFR 3.41):.....\$ 40.00
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account
 8. Deposit account number: 50-1390
 (Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Lawrence D. Eisen  4/9/2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

04/13/2004 102721085 40.00
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ASSIGNMENT

WHEREAS, David Smith, residing at 532 16th Street, 3rd Floor, Brooklyn, NY 11215; Fred Bianchi, residing at 6 Hall Avenue, Camden, ME 04843; and Kojiro Umezaki, residing at 3755 Rue De Bullion, Apt. 32, Montreal, Canada PQ H2W2C9; (hereinafter "Assignors") have invented certain new and useful improvements in

MUSIC PERFORMANCE SYSTEM

for a full description of which, reference is here made to an application for Letters Patent of the United States of America

- Executed concurrently herewith
- Executed on
- Serial. No. **10/137,392**, filed **May 3, 2002**

in the U.S. Patent and Trademark Office and to U.S. provisional patent application(s)

- Serial. No. , filed

in the U.S. Patent and Trademark Office; and

WHEREAS, Realtime Music Solutions, LLC a corporation of the State of Delaware, having its principal office and place of business at 134 West 26th Street, Suite 1200, New York, NY 10001 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by each Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign,

ASSIGNMENT**RMS0001-US**

and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

ASSIGNMENT

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Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

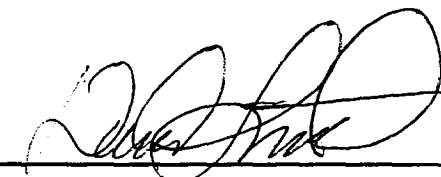
Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No.: 10/137,392

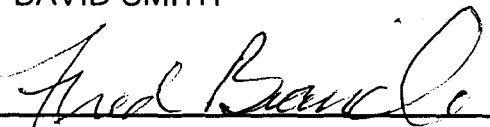
Filed: May 3, 2002

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

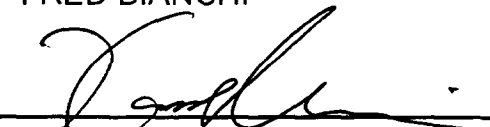
Assignors hereby authorize and request the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

SIGNATURE: 
NAME: DAVID SMITH

Date: 6/28/02

SIGNATURE: 
NAME: FRED BIANCHI

Date: 7/4/02

SIGNATURE: 
NAME: KOJIRO UMEZAKI

Date: 7/10/02