PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Geoff Pitsch	10/07/2009
Daniel Charles Teasdale	10/07/2009
Daniel Asher Brakeley	10/07/2009
Daniel Schmidt	10/07/2009

RECEIVING PARTY DATA

Name:	Harmonix Music Systems, Inc.	
Street Address:	625 Massachusetts Avenue	
City:	Cambridge	
State/Country:	MASSACHUSETTS	
Postal Code:	02139	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12559279

CORRESPONDENCE DATA

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Phone: 617-526-9600

Email: jmgomez@proskauer.com Correspondent Name: Proskauer Rose LLP Address Line 1: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	HRX-020CP
NAME OF SUBMITTER:	Patrick J. Myers

Total Attachments: 5

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Attorney Docket No.: HRX-020CP

ASSIGNMENT

WHEREAS, We, <u>Geoff Pitsch</u>, <u>Daniel Charles Teasdale</u>, <u>Daniel Asher Brakeley</u> and <u>Daniel Schmidt</u> have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

SYSTEMS AND METHODS FOR ASYNCHRONOUS BAND INTERACTION IN A RHYTHM ACTION GAME

and identified by

Attorney Docket No. <u>HRX-020CP</u>;

Application No. <u>12/559,279</u> filed in the United States Patent Office on <u>September 14</u>, 2009; and

WHEREAS, <u>Harmonix Music Systems</u>, <u>Inc.</u> (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of <u>Delaware</u>, and having a usual place of business at <u>625</u> <u>Massachusetts Avenue</u>, <u>Cambridge</u>, <u>Massachusetts 02139</u>, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed

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necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands-and affixed our seals on the date(s) set forth below.

Inventor:

State/Commonwealth of Massichuses State/Commonwealth of Massichuse State/Comm

On this 7 day of Ochber, 2009, before me, the undersigned notary public, personally appeared Geoff Pitsch, proved to me through satisfactory evidence of identification, which were on the person whose name is signed on the preceding or attached document in my presence.

Notary Public

My Commission Expires: 6/13

JANET FREED

Notary Public

COMMONWEALTH OF MASSACHUSETTS

My Commission Expires

June 13, 2014

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Inventor:

Daniel Charles Teasdale

State/Commonwealth of Massachuseths
County of Modelesex) ss

On this 7 day of Ochber, 2009, before me, the undersigned notary public, personally appeared Daniel Charles Teasdale, proved to me through satisfactory evidence of identification, which were Arrest them. to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public

My Commission Expires: 6

JANET FREED

Notary Public

COMMONWEALTH OF MASSACHUSETTS

My Commission Expirés

June 13, 2014

PATENT

REEL: 023369 FRAME: 0291

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Inventor:

Daniel Asher Brakeley

State/Commonwealth of Massach sex/s
County of Middlesex) ss

On this 7 day of 6, 2009, before me, the undersigned notary public, personally appeared Daniel Asher Brakeley, proved to me through satisfactory evidence of identification, which were 6, to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public

My Commission Expires:

JANET FREED

Notary Public

COMMONWEALTH OF MASSACHUSETTS

My Commission Expires

June 13, 2014

REEL: 023369 FRAME: 0292

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Inventor:

State/Commonwealth of Massachuse Schmidt

County of Middlesex) ss

On this 7 day of Ochber, 2009, before me, the undersigned notary public, personally appeared Daniel Schmidt, proved to me through satisfactory evidence of identification, which were direct to be the person whose name is signed on the preceding or attached document. attached document in my presence.

Notary Public

My Commission Expires:

JANET FREED Notary Public COMMONWEALTH OF MASS My Commission Expire June 13, 2014

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RECORDED: 10/14/2009