

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Craig Small	02/10/2011
Mark Izen	02/10/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	First Act Inc.
<b>Street Address:</b>	745 Boylston Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29365219
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)226-7890
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	ABehrakis@firstact.com
<b>Correspondent Name:</b>	First Act Inc., Attn: Alex Behrakis
<b>Address Line 1:</b>	745 Boylston Street
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116
<b>ATTORNEY DOCKET NUMBER:</b>	MD896
<b>NAME OF SUBMITTER:</b>	Alex Behrakis
<b>Total Attachments: 3</b> source=Signed Assignment 2-10-2011#page1.tif source=Signed Assignment 2-10-2011#page2.tif source=Signed Assignment 2-10-2011#page3.tif	

OP \$40.00 29365219

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**PATENT**  
**REEL: 025995 FRAME: 0274**

## ASSIGNMENT

ASSIGNOR: Craig Small  
Mark Izen

ASSIGNEE: First Act, Inc.  
745 Boylston Street  
Boston, MA 02116

STATE OF INCORPORATION OF ASSIGNEE: Massachusetts

INVENTION: Digital Drum Set

ATTORNEY DOCKET: MD896

SERIAL NO: 29/365,219

FILING DATE: July 6, 2010

Assignor is a joint inventor of the above invention (the "Invention") described in a United States patent application (the "Application") bearing the above attorney docket number and having as a title the above name for the Invention. The Application has a Patent and Trademark Office filing date and serial number as indicated above, or if no filing date and serial number are shown, has a Declaration executed by Assignor contemporaneously with this Assignment.

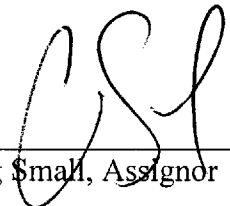
For valuable consideration, receipt of which is acknowledged, each Assignor hereby assigns to Assignee (which term shall include Assignee's successors and assigns), all of Assignor's right, title and interest in the Invention, all improvements therein, the Application and all priority rights arising therefrom, and any patents, and any reissues and extensions thereof, which issue in any country upon any patent applications which correspond with any of the following: the Application, any divisional, continuation-in-whole, or substitute United States application which is based on the Application; or any continuation-in-part United States application (including divisions, continuations-in-whole or -in-part, and substitutions thereof or therefor) based in-part on any of the above described applications.

Each Assignor further agrees that such Assignor and Assignor's heirs and legal representatives will, without further consideration, cooperate with Assignee in the prosecution of all of the above applications, execute, verify, acknowledge and deliver all such further papers, including applications for patents and for reissues and extensions therefor, and instruments of

assignment and transfer thereof, and will communicate any facts known to Assignor relating to the Invention, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee. Each Assignor further agrees that such Assignor will, without further compensation to Assignor during the term of such Assignor's employment by Assignee and thereafter for reasonable compensation as determined by Assignee, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee.

IN WITNESS WHEREOF, each Assignor hereby executes this instrument on the date set forth below.

Date: 2/10/11

  
\_\_\_\_\_  
Craig Small, Assignor

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF SUFFOLK )

Feb 10, 2011

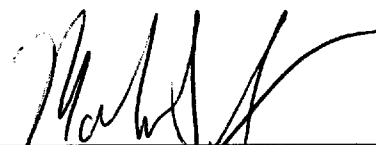
On this 10 day of February, 2011, before me, the undersigned notary public, personally appeared Craig Small, proved to me through satisfactory evidence of identification, which was personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public

Seal

My commission expires: 7/11/14

Date: 2/10/11

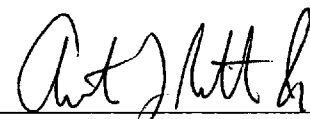
  
\_\_\_\_\_  
Mark Izen, Assignor

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF SUFFOLK )

Feb 10, 2011

On this 10 day of February, 2011, before me, the undersigned notary public, personally appeared Mark Izen, proved to me through satisfactory evidence of identification, which was personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public

Seal

My commission expires: 7/11/14