

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
KMC MUSIC, INC. (F/K/A KAMAN MUSIC CORPORATION)	05/16/2013

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	3 Park Plaza, Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614

PROPERTY NUMBERS Total: 23

Property Type	Number
Application Number:	13041048
Application Number:	12687765
Application Number:	12687780
Application Number:	12687799
Application Number:	12890293
Application Number:	13272087
Application Number:	12570910
Application Number:	07370164
Application Number:	07438664
Application Number:	08184288
Application Number:	08504904
Application Number:	09096879
Application Number:	08908219
Application Number:	09679152
Application Number:	09237270

CH \$920.00 13041048

Application Number:	09237645
Application Number:	09237688
Application Number:	29135613
Application Number:	09765724
Application Number:	09764482
Application Number:	10050674
Application Number:	10638122
Application Number:	12013661

CORRESPONDENCE DATA

Fax Number: 2027393001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W. Attn: TMSU
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-05-0461
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	05/22/2013

Total Attachments: 7
source=JPM Fender - KMC Patent Security Agreement#page1.tif
source=JPM Fender - KMC Patent Security Agreement#page2.tif
source=JPM Fender - KMC Patent Security Agreement#page3.tif
source=JPM Fender - KMC Patent Security Agreement#page4.tif
source=JPM Fender - KMC Patent Security Agreement#page5.tif
source=JPM Fender - KMC Patent Security Agreement#page6.tif
source=JPM Fender - KMC Patent Security Agreement#page7.tif

GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of May 16, 2013 is made by KMC MUSIC, INC. (F/K/A KAMAN MUSIC CORPORATION), a Connecticut corporation, located at 55 Griffin Road South, Bloomfield, CT 06002 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Administrative Agent") for Lenders party to the Amended and Restated Revolving Facility Credit Agreement, dated as of May 14, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FENDER MUSICAL INSTRUMENTS CORPORATION ("Borrower"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, the Borrower and the Agent, together with the lenders and other agent party thereto, entered into to that certain Revolving Facility Credit Agreement, dated as of June 7, 2007 (as amended or otherwise modified through the date hereof, the "Existing Revolving Facility Agreement");

WHEREAS, the Borrower and the Revolving Facility Agent are parties, together with the Lenders party thereto, to the Credit Agreement, which amends and restates the Existing Revolving Facility Agreement;

WHEREAS, in connection with the Existing Credit Agreement, the Grantor and certain other parties executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 7, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents and exclusive Licenses thereof (other than Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2 Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Patents and exclusive Licenses thereof (including, without limitation, those items listed on Schedule A hereto but excluding Excluded Property) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3 Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 16 day of May, 2013.

KMC MUSIC, INC. (F/K/A KAMAN MUSIC CORPORATION), as Grantor

By: 
Name: James Broenen
Title: Chief Financial Officer and Senior Vice President

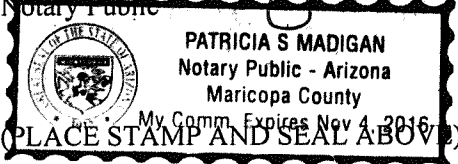
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: _____
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA)
)
COUNTY OF MARICOPA) ss
)

On the 16 day of MAY, 2013, before me personally came James Broenen, who is personally known to me to be the Chief Financial Officer and Senior Vice President of KMC MUSIC, INC. (F/K/A KAMAN MUSIC CORPORATION), a Connecticut corporation; who, being duly sworn, did depose and say that he is the Chief Financial Officer and Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

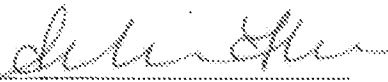
Patricia S Madigan
Notary Public

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 16th day of May, 2013.

KMC MUSIC, INC. (F/K/A KAMAN MUSIC CORPORATION), as Grantor

By: _____
Name: James Broenen
Title: Chief Financial Officer and Senior Vice President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: Annaliese Fisher
Title: Authorized Officer

SCHEDULE A**ISSUED PATENTS AND PATENT APPLICATIONS**

Description/Title	Application Number	Patent Number
CHANNELED SHAKER	13/041048	
TOP TUNING SYSTEM FOR HAND PERCUSSION INSTRUMENT	12/687765	
ONE HANDED MUSICAL TRIANGLE	12/687780	8101841
ROTATING MULTI-STEM INSTRUMENT BRACKET	12/687799	7964781
ADJUSTABLE WING NUT-LESS CYMBAL MOUNT	12/890293	8237039
DETACHABLE SHAKER	13/272087	
AUDIO AMPLIFIER IN COMPACT CASE WITH PEAK VOLTAGE	12/570910	8130495
BLOCK-TYPE PERCUSSION INSTRUMENT	07/370164	4898061
COWBELL WITH STRIKING RIDGE (RIDGE RIDER BELL)	07/438664	4981065
CONGA RIM	08/184288	5417136
APPARATUS FOR CLAMPING A MUSICAL	08/504904	5797569
BLOCK PERCUSSION INSTRUMENT	09/096879	6020546
INTEGRAL DRUM HEAD	08/908219	5936175
MUSICAL INSTRUMENT AND METHOD OF MAKING SAME	09/679152	6392129

CONGA SHELL	09/237270	6018116
MUSICAL PERCUSSION INSTRUMENT	09/237645	6091009
MULTIPLE MUSICAL INSTRUMENT HOLDER	09/237688	6091011
MUSICAL INSTRUMENT (PLASTIC AGOGO)	29/135613	D456442
SHAKER INSTRUMENT	09/765724	6365810
MUSICAL INSTRUMENT AND METHOD OF MAKING SAME	09/764482	6489546
RHYTHM SHAKER	10/050674	6555736
DRUM HEAD ASSEMBLY AND METHOD OF TENSIONING A DRUM HEAD	10/638122	7074996
FOLDING BAR CHIMES	12/013661	7750219

509265-1329-08348-NY03.2593120.12
LA1265141.1