

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
Musician's Friend, Inc.		10/09/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	3158086	ADESSO
Registration Number:	3073117	AJ'S PRO PERCUSSION
Registration Number:	2711231	ALLORA
Registration Number:	2980482	ARCOLLA CF
Registration Number:	2572703	AXMAN
Registration Number:	2913700	BAJA
Registration Number:	2680722	BAND123
Registration Number:	2689669	BAND123
Registration Number:	2789241	BANDNOW
Registration Number:	2577867	BELLAFINA
Registration Number:	2746794	CHICAGO JAZZ SERIES
Registration Number:	1318652	
Registration Number:	1867349	DRUMS IN THE WIND
Registration Number:	2914943	DRUMWIND

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Registration Number:	2819420	FLOREA
Registration Number:	1922887	FULLERTON
Registration Number:	1318025	GRIME GUTTER
Registration Number:	2802687	GUITARS123.COM
Registration Number:	3073197	HARMONY CENTRAL
Registration Number:	1107200	JET-TONE
Registration Number:	1654877	JO-RAL
Registration Number:	2542706	KARL WILLHELM
Registration Number:	3158209	KEYTECH
Registration Number:	2562681	LASER TRIMMED
Registration Number:	1692880	LAZER
Registration Number:	1276584	LYONS
Registration Number:	1446299	LYONS
Registration Number:	1318653	LYONS
Registration Number:	2813387	MISUPPLY
Registration Number:	2731573	MOLTO PRESTO
Registration Number:	2387979	MUSIC123.COM
Registration Number:	2627153	MUSIC123.COM
Registration Number:	1812560	MUSICIAN'S FRIEND
Registration Number:	2412387	MUSICIAN'S FRIEND
Registration Number:	2238700	MUSICIAN'S FRIEND
Registration Number:	2492090	MUSICIANSFRIEND.COM
Registration Number:	2942606	PLAY NOW
Registration Number:	2324958	PLAYTEST
Registration Number:	1682861	RIA FINE SAXOPHONE & CLARINET MOUTHPIECES
Registration Number:	2946523	ROCKWIND
Registration Number:	2247491	ROGUE
Registration Number:	2847715	SHEETMUSIC123.COM
Registration Number:	2324957	SHOPCHECK
Registration Number:	2936992	SILVER CREEK
Registration Number:	2980483	THE STRING CENTRE
Registration Number:	1927030	THE WOODWIND & THE BRASSWIND
Registration Number:	3007043	VALDESTA
Registration Number:	2822780	VERVE
Registration Number:	1804375	WOLFPK

Serial Number:	78783809	5TH GEAR
Serial Number:	78783810	ECHO MAN
Serial Number:	78712559	GUITAR SALE
Serial Number:	78602010	MAINLINE
Serial Number:	78602107	MAINLINE AUDIO
Serial Number:	78783814	METAL MAN
Serial Number:	78759285	MUSIC AS EASY AS 123
Serial Number:	78850445	MUSIC EMPORIUM
Serial Number:	78730891	MUSICAL SANDBOX
Serial Number:	78834541	PRO PLAYER
Serial Number:	78699383	PULSE
Serial Number:	78783816	RAZOR PHASER
Serial Number:	78783812	SHEEN MACHINE
Serial Number:	78648056	THE MUSIC GEAR GARAGE
Serial Number:	76314703	FULLERTON

CORRESPONDENCE DATA

Fax Number: (650)251-5002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jmull@stblaw.com
 Correspondent Name: Marcela Robledo
 Address Line 1: 2550 Hanover Street
 Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1359
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	10/23/2007

Total Attachments: 8
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Form of Notice of Security Interest in Trademarks and Patents

NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS ("Agreement"), effective as of October 9, 2007 ("Notice") is made by MUSICIAN'S FRIEND, INC. a Delaware company, (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Collateral Agent (the "Collateral Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, Grantor is a party to a Security Agreement, dated as of October 9, 2007, by and among VH MergerSub, Inc. to be merged with and into Guitar Center Inc., the Facility Guarantors and JPMorgan Chase Bank, N.A., for the benefit of the Collateral Agent and the Secured Parties (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has executed and delivered this Notice for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark Collateral and Patent Collateral (each as defined below) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantor to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, in all of the present and future right, title and interest of the Grantor in, to and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "Trademark and Patent Collateral");

(a) All trademarks, trade names, corporate names, company names, Internet domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered,

together with all registrations thereof, all applications in connection therewith and all renewals thereof, and any goodwill of the business connected with, and symbolized by, any of the foregoing, including, without limitation, the trademark registrations and trademark applications set forth on Exhibit A attached hereto (collectively, "Trademarks");

(b) All patents and applications for patents, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, "Patents");

(c) All agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of any Patent or Trademark (collectively, "Licenses") and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks and Patents, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(d) The right to sue for past, present and future infringements, misappropriations and dilutions of any of the Trademarks and Patents; and

(e) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, no Trademark shall be included in the Trademark and Patent Collateral to the extent that the grant of a security interest in such Trademark would result in, permit or provide grounds for the cancellation or invalidation of such Trademark.

SECTION 3. Intent. This Notice is being executed and delivered by the Grantor for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark and Patent Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Notice is granted in conjunction with, and not in addition to or limitation of, the Security Interest granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Trademark and Patent Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark and Patent Collateral as in all other Collateral. In the event of a conflict between this Notice and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Notice.

SECTION 5. Termination; Release of Trademark and Patent Collateral. Upon termination of the Security Interest in the Trademark and Patent Collateral in accordance with the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, lien

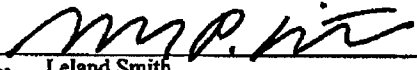
and security interest in the Trademark and Patent Collateral under this Notice. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 5 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

MUSICIAN'S FRIEND, INC.

By: 
Name: Leland Smith
Title: Executive Vice President, General Counsel and Secretary

IP

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: THK
Name: Thomas H. Kozlark
Title: Executive Director

[Signature Page - Term Loan Short Form IP Security Agreement]

EXHIBIT A

Trademark Registrations and Applications

U.S. Federal Trademark Registrations and Applications

<u>Trademark</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>
Adesso	Registered	3,158,086	10/17/2006
AJ's Pro Percussion (stylized and/or with design)	Registered	3,073,117	3/28/2006
Allora	Registered	2,711,231	4/29/2003
Arcolla CF	Registered	2,980,482	8/2/2005
Axman	Registered	2,572,703	5/28/2002
Baja (stylized and/or with design)	Registered	2,913,700	12/21/2004
Band123	Registered	2,680,722	1/28/2003
Band123	Registered	2,689,669	2/25/2003
Bandnow (stylized and/or with design)	Registered	2,789,241	12/2/2003
Bellafina	Registered	2,577,867	6/11/2002
Chicago Jazz Series	Registered	2,746,794	8/5/2003
design only	Registered	1,318,652	2/5/1985
Drums in the Wind	Registered	1,867,349	12/13/1994
Drumwind	Registered	2,914,943	12/28/2004
Florea (stylized and/or with design)	Registered	2,819,420	3/2/2004
Fullerton	Registered	1,922,887	9/26/1995
Fullerton	Registered	3,261,383	7/10/2007
Grime Gutter	Registered	1,318,025	2/5/1985
Guitars123.com	Registered	2,802,687	1/6/2004
Harmony Central (word mark)	Registered	3,073,197	3/28/2006
Jet-Tone	Registered	1,107,200	11/28/1978
Jo-Ral (stylized and/or with design)	Registered	1,654,877	8/27/1991
Karl Willhelm	Registered	2,542,706	2/26/2002
Keytech (stylized and/or with design)	Registered	3,158,209	10/17/2006
Laser Trimmed	Registered	2,562,681	4/16/2002
Lazer	Registered	1,692,880	6/9/1992
Lyons	Registered	1,276,584	5/1/1984
Lyons	Registered	1,446,299	7/7/1987
Lyons (stylized and/or with design)	Registered	1,318,653	2/5/1985

<u>Trademark</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>
Misupply	Registered	2,813,387	2/10/2004
Molto Presto	Registered	2,731,573	7/1/2003
Music123.com	Registered	2,387,979	9/19/2000
Music123.com (stylized and/or with design)	Registered	2,627,153	10/1/2002
Musician's Friend	Registered	1,812,560	12/21/1993
Musician's Friend	Registered	2,412,387	12/12/2000
Musician's Friend and Design	Registered	2,238,700	4/13/1999
Musician's friend.com and Design	Registered	2,492,090	9/25/2001
Play Now	Registered	2,942,606	4/19/2005
Playtest	Registered	2,324,958	2/29/2000
Ria Fine Saxophone & Clarinet Mouthpieces (stylized and/or with design)	Registered	1,682,861	4/14/1992
Rockwind	Registered	2,946,523	5/3/2005
Rogue and Design	Registered	2,247,491	5/25/1999
Sheetmusic123.com	Registered	2,847,715	6/1/2004
Shopcheck	Registered	2,324,957	2/29/2000
Silver Creek	Registered	2,936,992	3/29/2005
The String Centre (stylized and/or with design)	Registered	2,980,483	8/2/2005
The Woodwind & The Brasswind	Registered	1,927,030	10/17/1995
Valdesta	Registered	3,007,043	10/18/2005
Verve (stylized and/or with design)	Registered	2,822,780	3/16/2004
Wolfpak (stylized and/or with design)	Registered	1,804,375	11/16/1993
5 TH Gear	Pending	78/783,809	1/3/2006
Echo Man	Pending	78/783,810	1/3/2006
Guitar Sale	Pending	78/712,559	9/14/2005
Mainline	Pending	78/602,010	4/5/2005
Mainline Audio	Pending	78/602,107	4/5/2005
Metal Man	Pending	78/783,814	1/3/2006
Music As Easy As 123	Pending	78/759,285	11/22/2005
Music Emporium	Pending	78/850,445	3/30/2006
Musical Sandbox	Pending	78/730,891	10/11/2005
Pro Player	Pending	78/834,541	3/10/2006
Pulse	Pending	78/699,383	8/24/2005
Razor Phaser	Pending	78/783,816	1/3/2006
Sheen Machine	Pending	78/783,812	1/3/2006
The Music Gear Garage	Pending	78/648,056	6/10/2005

EXHIBIT B

United States Patents and Patent Applications

None.