

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
Fender Musical Instruments Corporation		06/07/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Registration Number:	3204640	B-DEC
Registration Number:	2290422	BASS BREAKER
Registration Number:	0841570	BASSMAN
Registration Number:	2846841	BRAND X
Registration Number:	1208182	BULLET
Registration Number:	1883386	BULLET
Registration Number:	0902917	CHAMP
Registration Number:	2673287	CYBER-DELUXE
Registration Number:	2518714	CYBER-TWIN
Registration Number:	2400057	DEARMOND
Registration Number:	1092692	DELUXE REVERB
Registration Number:	2900807	DIMENSION
Registration Number:	0893606	DUAL SHOWMAN

OP \$2115.00 3204640

Registration Number:	2851987	DURA-TONE
Registration Number:	2635525	ESQUIRE
Registration Number:	1864250	F
Registration Number:	2144833	F
Registration Number:	1864249	F
Registration Number:	1837785	FEELING IS BELIEVING
Registration Number:	0805075	FENDER
Registration Number:	3060024	FENDER
Registration Number:	0805510	FENDER
Registration Number:	1715905	FENDER
Registration Number:	2385810	FENDER
Registration Number:	2237850	FENDER
Registration Number:	1256824	FENDER
Registration Number:	2913871	FLAT HEAD
Registration Number:	2164470	FRONTMAN AMP
Registration Number:	1139582	G
Registration Number:	3011435	G-DEC
Registration Number:	1027631	GUILD
Registration Number:	1132166	
Registration Number:	1132165	GUILD
Serial Number:	76516127	
Serial Number:	76516126	
Serial Number:	76515928	
Registration Number:	2200878	
Registration Number:	2163733	
Registration Number:	1148870	
Registration Number:	1148869	
Registration Number:	2580158	INNOVATE...DON'T EMULATE
Registration Number:	1123677	J BASS
Registration Number:	1999897	JAG-STANG
Registration Number:	1999898	JAGUAR
Registration Number:	0882884	JAZZ BASS
Registration Number:	2438508	JAZZMASTER
Registration Number:	2632705	MO'BASS
Registration Number:	2671338	MR. GEARHEAD

Registration Number:	2783629	MR. GEARHEAD TONE WWW.MRGEARHEAD.NET
Registration Number:	1998339	MUSTANG
Registration Number:	2727355	NOCASTER
Registration Number:	1062732	P BASS
Registration Number:	2226635	PASSPORT
Registration Number:	0884159	PRECISION BASS
Registration Number:	0899103	PRINCETON
Registration Number:	2011032	RELIC
Registration Number:	2364960	SFX
Registration Number:	2442604	SFX
Registration Number:	0840360	SHOWMAN
Registration Number:	2609761	SHOWMASTER
Registration Number:	1376951	SIDEKICK
Registration Number:	2681945	SPARKLE-TONE
Registration Number:	1304958	SQUIER
Registration Number:	2846744	STARCASTER
Registration Number:	2935133	STEEL KING
Registration Number:	1058385	STRAT
Registration Number:	0839997	STRATOCASTER
Registration Number:	2503299	SUB-SONIC
Registration Number:	1475757	SUNN
Registration Number:	0859230	SUNN
Registration Number:	1025208	SUPER BULLETS
Registration Number:	1113463	SUPER REVERB
Registration Number:	2417539	SWR
Registration Number:	2417538	SWR
Registration Number:	1058386	TELE
Registration Number:	0871794	TELECASTER
Registration Number:	2774155	THE SPIRIT OF ROCK-N-ROLL
Registration Number:	1836097	TONE MASTER
Registration Number:	2300631	TORONADO
Registration Number:	0998105	TWIN REVERB
Registration Number:	0899105	VIBRO CHAMP
Registration Number:	1819804	VIBRO-KING
Registration Number:	0899104	VIBROLUX

Registration Number:

1896855

WORKINGMAN'S

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/1329

NAME OF SUBMITTER:

Kirstie Howard

Signature:

/kh/

Date:

06/27/2007

Total Attachments: 9

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 7, 2007 is made by FENDER MUSICAL INSTRUMENTS CORPORATION, a Delaware corporation, located at 8860 E Chaparral Road, Suite 100, Scottsdale, AZ 85250-2610 (in such capacity, the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Term Facility Credit Agreement, dated as of June 7, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FENDER MUSICAL INSTRUMENTS CORPORATION (in such capacity, "Borrower"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other parties have executed and delivered a 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 Trademarks and exclusive inbound 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 Trademarks and exclusive inbound Licenses thereof (other than Excluded Property) (including, without limitation, those items listed

on Schedule A hereto) (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 5th day of June, 2007.

FENDER MUSICAL INSTRUMENTS
CORPORATION
as Grantor

By: 
Name: William L. Mendello
Title: Chairman and Chief Executive Officer

Signature Page to Grant in Security Interest in Trademark Rights (Term Facility)

TRADEMARK
REEL: 003569 FRAME: 0007

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of June, 2007.

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

By: 

Name:

Title:

JOHN C. RIORDAN
VICE PRESIDENT

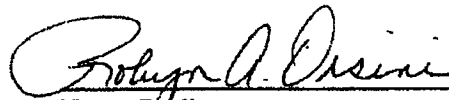
Signature Page to Grant in Security Interest in Trademark Rights (Term Facility)

TRADEMARK
REEL: 003569 FRAME: 0008

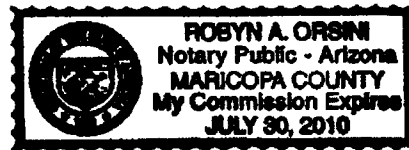
ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On the 5th day of June, 2007, before me personally came William L. Mendello, who is personally known to me to be the Chairman and Chief Executive Officer of Fender Musical Instruments Corporation, a Delaware Corporation; who, being duly sworn, did depose and say that he is the Chairman and Chief Executive Officer of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)



Acknowledgment Page to Grant in Security Interest in Trademark Rights (Term Facility)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NY)
) ss
COUNTY OF NY)

On the 21 day of JUNE, 2007 before me personally came JOHN RIONGAN, who is personally known to me to be the VP of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the _____ in such national banking association, the national banking association 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 national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

ROSE O'CONNOR
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ROSE O'CONNOR
Notary Public, State of New York
No. 010C4750801
Qualified in New York County
Commission Expires October 31, 2009

Acknowledgment Page to Grant in Security Interest in Trademark Rights (Term Facility)

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial Number	Registration Number
B-DEC	78707444	3204640
BASS BREAKER	75272692	2290422
BASSMAN	72270190	0841570
BRAND X	78214629	2846841
BULLET	73333186	1208182
BULLET	74438540	1883386
CHAMP	72314204	0902917
CYBER-DELUXE	78061806	2673287
CYBER-TWIN	76019167	2518714
DEARMOND	75853648	2400057
DELUXE REVERB	73067288	1092692
DIMENSION	78249514	2900807
DUAL SHOWMAN	72314320	0893606
DURA-TONE	78189254	2851987
ESQUIRE	78107470	2635525
F (THICK SCRIPT)	74328209	1864250
F (THICK SCRIPT)	74523697	2144833
F (THIN SCRIPT)	74328205	1864249
FEELING IS BELIEVING	74427895	1837785
FENDER	72225091	0805075
FENDER	78458293	3060024
FENDER (THICK SCRIPT)	72225092	0805510
FENDER (THICK SCRIPT)	74165052	1715905
FENDER (THICK SCRIPT)	74481064	2385810
FENDER (THICK SCRIPT)	75977990	2237850
FENDER (THIN SCRIPT)	73393653	1256824
FLAT HEAD	78234247	2913871
FRONTMAN AMP	75100259	2164470
G (AND DESIGN)	73/198683	1139582

Mark	Serial Number	Registration Number
G-DEC	78484258	3011435
GUILD	72/443437	1027631
GUILD DESIGN	73198685	1132166
GUILD (STYLIZED)	73198684	1132165
GUITAR BODY DESIGN (PRECISION BASS)	76516127	
GUITAR BODY DESIGN (STRATOCASTER)	76516126	
GUITAR BODY DESIGN (TELECASTER)	76515928	
HEADSTOCK (GUILD)	75126577	2200878
HEADSTOCK (NARROW STRATOCASTER)	75267362	2163733
HEADSTOCK (TELECASTER)	73070670	1148870
HEADSTOCK (WIDE STRATOCASTER)	73070669	1148869
INNOVATE...DON'T EMULATE	76159847	2580158
J BASS	73163650	1123677
JAG-STANG	75000050	1999897
JAGUAR	75000051	1999898
JAZZ BASS	72314134	0882884
JAZZMASTER	76010261	2438508
MO'BASS	76087504	2632705
MR. GEARHEAD	76262752	2671338
MR. GEARHEAD (AND DESIGN)	76285437	2783629
MUSTANG	75000052	1998339
NOCASTER	78158771	2727355
P BASS	73091720	1062732
PASSPORT (AND DESIGN)	75247285	2226635
PRECISION BASS	72314187	0884159
PRINCETON	72314321	0899103
RELIC	74632723	2011032
SFX	75376147	2364960
SFX (AND DESIGN)	76003526	2442604
SHOWMAN	72270189	0840360
SHOWMASTER	76339159	2609761
SIDEKICK	73478862	1376951
SPARKLE-TONE	78083377	2681945
SQUIER	73411484	1304958

Mark	Serial Number	Registration Number
STARCASTER	78189245	2846744
STEEL KING	78387928	2935133
STRAT	73091721	1058385
STRATOCASTER	72270186	0839997
SUB-SONIC (Supp. Reg.)	76044434	2503299
SUNN	73666403	1475757
SUNN (AND DESIGN)	72268240	0859230
SUPER BULLETS	73048297	1025208
SUPER REVERB	73067291	1113463
SWR	75893474	2417539
SWR (AND DESIGN)	75893473	2417538
TELE	73091722	1058386
TELECASTER	72314199	0871794
THE SPIRIT OF ROCK-N-ROLL	78127380	2774155
TONE MASTER	74350635	1836097
TORONADO	75406494	2300631
TWIN REVERB	72450580	0998105
VIBRO CHAMP	72314323	0899105
VIBRO-KING	74390489	1819804
VIBROLUX	72314322	0899104
WORKINGMAN'S	74427898	1896885

EXCLUSIVE TRADEMARK LICENSES

None.