

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                                   | Formerly | Execution Date | Entity Type           |
|--|----------|----------------|-----------------------|
| Fender Musical Instruments Corporation |          | 06/07/2007     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | JPMorgan Chase Bank, N.A., as Administrative Agent |
| <b>Street Address:</b> | P.O. Box 2558                                      |
| <b>City:</b>           | Houston  |
| <b>State/Country:</b>  | TEXAS  |
| <b>Postal Code:</b>    | 77252  |
| <b>Entity Type:</b>    | 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 Revolving 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.

**WITNESSETH:**

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 5<sup>th</sup> day of June, 2007.

FENDER MUSICAL INSTRUMENTS  
CORPORATION  
as Grantor


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

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

TRADEMARK  
REEL: 003569 FRAME: 0165

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: DAN LANE  
Title: SUP

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

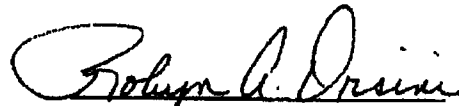
TRADEMARK  
REEL: 003569 FRAME: 0166



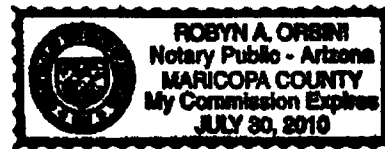
ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF MARICOPA    )

On the 5<sup>th</sup> 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 (Revolving Facility)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF )  
 ) ss  
COUNTY OF )

On the 18 day of June, 2007 before me personally came Danyal who is personally known to me to be the SM of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the SVP 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.

*Jennifer R. Chapa*  
Notary Public  
JENNIFER R. CHAPA  
Notary Public, State of Texas  
My Comm. Expires May 1, 2009  
(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A****TRADEMARK REGISTRATIONS AND APPLICATIONS**

| <b>Mark</b>           | <b>Serial Number</b> | <b>Registration Number</b> |
|-----------------------|----------------------|----------------------------|
| 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.