

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Notice of Security Interest in Trademarks and Patents (Term)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guitar Center, Inc.		02/14/2011	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: 32

Property Type	Number	Word Mark
Serial Number:	85207080	BE WHO U WANT PLAY WHAT U WANT
Serial Number:	85209689	BE WHO WANT PLAY WHAT
Serial Number:	85157113	BIG COOL DEAL
Serial Number:	85210276	DREAM BOOK
Serial Number:	77977557	DRUM PADS
Serial Number:	77736341	ENCORE REWARDS
Serial Number:	85139738	GC GARAGE GUITAR TUNE UPS AND REPAIR
Serial Number:	85132091	GC SESSIONS
Serial Number:	85210301	GET OFF THE COUCH
Serial Number:	77882275	GUITAR CENTER
Serial Number:	77467677	UITAR CENTER
Serial Number:	77511649	UITAR CENTER
Serial Number:	77438825	GUITAR CENTER AXE SMITH
Serial Number:	85154810	GUITAR CENTER GC GARAGE GUITAR TUNE UPS AND REPAIR

TRADEMARK

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Serial Number:	85131960	GUITAR CENTER SESSIONS
Serial Number:	85135251	GUITARCENTER.COM
Serial Number:	77634375	LESSONS GC STUDIOS REHEARSALS
Serial Number:	85210397	ON STAGE
Serial Number:	85211288	PREFERRED PLAYER CARD
Serial Number:	85212059	PRO COVERAGE
Serial Number:	85079720	RANDOM ACTS OF COOLNESS
Serial Number:	85156454	ROCKTOBER
Serial Number:	85210259	SAVINGS KIT
Serial Number:	85063405	SE HABLA MUSICA
Serial Number:	85210838	SHARE THE PASSION
Serial Number:	77440893	STUPID DEAL OF THE DAY
Serial Number:	85210884	THE BIG PAYBACK
Serial Number:	85121626	THE BURST BROTHERS
Serial Number:	85210326	THE PRICE PORTAL
Serial Number:	85156494	THE RECORDING EXPERIENCE
Serial Number:	85210359	THE VOICE OF THE CUSTOMER
Serial Number:	77505461	UITAR CENTER

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128623312
Email: patrick.lau@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 North LaSalle
Address Line 2: c/o Patrick Lau, Legal Assistant
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22129-2 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	02/16/2011

Total Attachments: 9
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SUPPLEMENTAL NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This SUPPLEMENTAL NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, effective as of February 14, 2011 (this "Supplement") is made by Guitar Center, Inc., a Delaware corporation (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 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent and the Secured Parties;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered that certain Notice of Security Interest in Trademarks and Patents, dated as of October 9, 2007, in favor of the Collateral Agent and the Secured Parties (the "Notice");

WHEREAS, the Notice was recorded with the United States Patent and Trademark Office ("USPTO") against certain trademark registrations and applications of the Grantor on October 23, 2007 at Reel/Frame 3644/0414;

WHEREAS, pursuant to the Security Agreement, Grantor has executed and delivered this Supplement for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Grantor's new Trademark Collateral and Patent Collateral (each as defined below) with the USPTO;

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");

(i) 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 new trademark registrations and trademark applications set forth on Exhibit A attached hereto (collectively, "Trademarks");

(ii) 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");

(iii) 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;

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

(v) 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 Supplement 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 Supplement 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 Supplement 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 Supplement.


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 Supplement. 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 Supplement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

GUITAR CENTER, INC.

By: 
Name: Eric Mason
Title: EVP

COLLATERAL
AGENT:

JPMORGAN CHASE BANK, N.A.

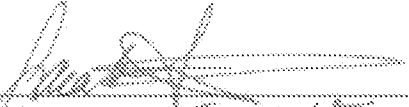
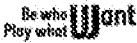

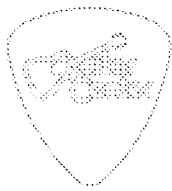

By: 
Name: Sarah L. Freedman
Title: Vice President

EXHIBIT A

Trademark Registrations and Applications

U.S. Federal Trademark Registrations and Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date	Current Owner
BE WHO U WANT PLAY WHAT U WANT	85/207080	12/29/2010			Guitar Center, Inc.
BE WHO WANT PLAY WHAT (Stylized Letters) 	85/209689	1/4/2011			Guitar Center, Inc.
BIG COOL DEAL	85/157113	10/20/2010			Guitar Center, Inc.
DREAM BOOK	85/210276	1/4/2011			Guitar Center, Inc.
DRUM PADS	77/977557	8/23/2007	3681431	9/8/2009	Guitar Center, Inc.
ENCORE REWARDS	77/736341	5/13/2009	3854571	9/28/2010	Guitar Center, Inc.
GC GARAGE GUITAR TUNE UPS AND REPAIR	85/139738	9/28/2010			Guitar Center, Inc.
GC SESSIONS	85/132091	9/17/2010			Guitar Center, Inc.
GET OFF THE COUCH	85/210301	1/4/2011			Guitar Center, Inc.
GUITAR CENTER	77/882275	11/30/2009	3906431	1/18/2011	Guitar Center, Inc.
GUITAR CENTER & Design 	77/467677	5/7/2008	3534059	11/18/2008	Guitar Center, Inc.
GUITAR CENTER & Design 	77/511649	6/30/2008	3681099	9/8/2009	Guitar Center, Inc.
GUITAR CENTER AXE SMITH	77/438825	4/3/2008	3530579	11/11/2008	Guitar Center, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date	Current Owner
GUITAR CENTER GC GARAGE GUITAR TUNE UPS AND REPAIR & Design 	85/154810	10/18/2010			Guitar Center, Inc.
GUITAR CENTER SESSIONS	85/131960	9/17/2010			Guitar Center, Inc.
GUITARCENTER.COM	85/135251	9/22/2010			Guitar Center, Inc.
LESSONS GC STUDIOS REHEARSALS & Design 	77/634375	12/16/2008	3729786	12/22/2009	Guitar Center, Inc.
ON STAGE	85/210397	1/4/2011			Guitar Center, Inc.
PREFERRED PLAYER CARD	85/211288	1/5/2011			Guitar Center, Inc.
PRO COVERAGE	85/212059	1/6/2011			Guitar Center, Inc.
RANDOM ACTS OF COOLNESS	85/079720	7/7/2010	3900773	1/4/2011	Guitar Center, Inc.
ROCKTOBER	85/156454	10/19/2010			Guitar Center, Inc.
SAVINGS KIT	85/210259	1/4/2011			Guitar Center, Inc.
SE HABLA MUSICA	85/063405	6/15/2010			Guitar Center, Inc.
SHARE THE PASSION	85/210838	1/5/2011			Guitar Center, Inc.
STUPID DEAL OF THE DAY	77/440893	4/5/2008	3530660	11/11/2008	Guitar Center, Inc.
THE BIG PAYBACK	85/210884	1/5/2011			Guitar Center, Inc.
THE BURST BROTHERS	85/121626	9/2/2010			Guitar Center, Inc.
THE PRICE PORTAL	85/210326	1/4/2011			Guitar Center, Inc.



Trademark	Application Number	Application Date	Registration Number	Registration Date	Current Owner
THE RECORDING EXPERIENCE & Design 	85/156494	10/19/2010			Guitar Center, Inc.
THE VOICE OF THE CUSTOMER	85/210359	1/4/2011			Guitar Center, Inc.
GUITAR CENTER & Design 	77/505461	6/23/2008	3569716	2/3/2009	Guitar Center, Inc.

EXHIBIT B

Patents and Patent Applications

None.