

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Security Interest in Trademarks - Term Loan

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Guitar Center, Inc.		10/17/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent
<b>Street Address:</b>	1111 Fannin Street, Floor 10
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002-6925
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	4016333	KEEP THE MUSIC ALIVE
Serial Number:	85229880	
Serial Number:	85229921	PASSTHEMUSICON
Serial Number:	85229946	
Serial Number:	85229970	PASSTHEMUSICON
Serial Number:	85229992	VOLTA
Serial Number:	85323025	THE RECORDING EXPERIENCE
Serial Number:	85323132	RAPID RENTALS
Serial Number:	85327704	GC PRO
Serial Number:	85327789	AUDIO SOLUTIONS
Serial Number:	85327844	GC PRO

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
 Phone: (212) 455-2222

**900205645**

**TRADEMARK  
 REEL: 004649 FRAME: 0130**

**CH \$290.00 4016333**

Email: ksolomon@stblaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Marcela Robledo, 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:	509265/1359
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	10/26/2011

Total Attachments: 6  
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NOTICE OF SECURITY INTEREST IN TRADEMARKS – TERM LOAN

This NOTICE OF SECURITY INTEREST IN TRADEMARKS – TERM LOAN (“Agreement”), effective as of October 17, 2011 (“Notice”) 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”), by and among the Grantor (f/k/a VH MergerSub, Inc.), the other Borrowers, the Facility Guarantors and the Collateral Agent;

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

(ii) All agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of any Trademark (collectively, "Licenses") and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks, 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;

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

(iv) 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 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 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 Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark 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 Trademarks and any other applicable government officer record this Notice.

SECTION 5. Termination; Release of Trademark Collateral. Upon termination of the Security Interest in the Trademark 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 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 Grantor and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

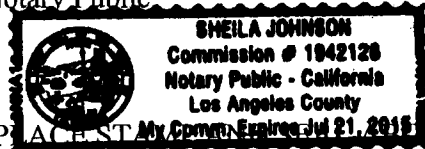
GUITAR CENTER, INC.

By: [Signature]  
Name: Erick Mason  
Title: EVP&CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES )<sup>SS</sup>

On the 17 day of October, 2011, before me personally came ERICK MASON, who is personally known to me to be the Chief Financial Officer of GUITAR CENTER, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer 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.

[Signature]  
Notary Public  
  
(PLACE STAMP HERE)

COLLATERAL  
AGENT:

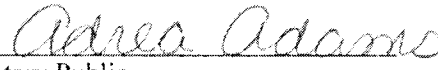
JPMORGAN CHASE BANK, N.A.

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

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York )  
COUNTY OF Bronx ) ss

On the 18<sup>th</sup> day of October, 2011, before me personally came Sarah L. Freedman who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the 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 association; and that she/he acknowledged said instrument to be the free act and deed of said association.





  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ADREA S. ADAMS  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN BRONX COUNTY  
REG. #01AD6237811  
MY COMM. EXP. MARCH 28, 2015

EXHIBIT A

Trademark Registrations and Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>	<u>Owner</u>
KEEP THE MUSIC ALIVE	77/736361	5/13/2009	4016333	8/23/2011	Registered	Guitar Center, Inc.
(Design Only) 	85/229880	1/31/2011	N/A	N/A	Intent to Use	Guitar Center, Inc.
PASSTHEMUSICON & Design 	85/229921	1/31/2011	N/A	N/A	Intent to Use	Guitar Center, Inc.
(Design Only) 	85/229946	1/31/2011	N/A	N/A	Intent to Use	Guitar Center, Inc.
PASSTHEMUSICON & Design 	85/229970	1/31/2011	N/A	N/A	Intent to Use	Guitar Center, Inc.
VOLTA	85/229992	1/31/2011	N/A	N/A	Intent to Use	Guitar Center, Inc.

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>	<u>Owner</u>
THE RECORDING EXPERIENCE	85/323025	5/17/2011	N/A	N/A	Pending	Guitar Center, Inc.
RAPID RENTALS	85/323132	5/17/2011	N/A	N/A	Intent to Use	Guitar Center, Inc.
GC PRO	85/327704	5/23/2011	N/A	N/A	Pending	Guitar Center, Inc.
AUDIO SOLUTIONS	85/327789	5/23/2011	N/A	N/A	Pending	Guitar Center, Inc.
GCPRO & Design <b>GCPRO</b>	85/327844	5/23/2011	N/A	N/A	Pending	Guitar Center, Inc.