

TRADEMARK ASSIGNMENT

06/06/2013

Electronic Version v1.1  
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103659071

5-17-13

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fender Musical Instruments Corporation		04/03/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 97

Property Type	Number	Word Mark
Registration Number:	1132166	
Registration Number:	3488514	
Registration Number:	3488511	
Registration Number:	2163733	
Registration Number:	2200878	
Registration Number:	1148870	
Registration Number:	1148869	
Registration Number:	1896855	WORKINGMAN'S
Registration Number:	899104	VIBROLUX
Registration Number:	1819804	VIBRO-KING
Registration Number:	899105	VIBRO CHAMP
Registration Number:	998105	TWIN REVERB
Registration Number:	1836097	TONE MASTER
Registration Number:	3873695	THE SPIRIT OF ROCK-N-ROLL

OP \$2440.00 1132166

Registration Number:	2774155	THE SPIRIT OF ROCK-N-ROLL
Registration Number:	871794	TELECASTER
Registration Number:	3415433	TELECASTER
Registration Number:	3873694	TELECASTER
Registration Number:	1058386	TELE
Registration Number:	2417539	SWR
Registration Number:	2417538	SWR
Registration Number:	1113463	SUPER REVERB
Registration Number:	1025208	SUPER BULLETS
Registration Number:	1475757	SUNN
Registration Number:	859230	SUNN
Registration Number:	3412528	STRATOCASTER
Registration Number:	3873693	STRATOCASTER
Registration Number:	3420498	STARCASTER
Registration Number:	2846744	STARCASTER
Serial Number:	85481811	SQUIER
Registration Number:	1304958	SQUIER
Registration Number:	2681945	SPARKLE-TONE
Registration Number:	1376951	SIDEKICK
Registration Number:	2364960	SFX
Registration Number:	3934903	ROAD WORN
Registration Number:	2011032	RELIC
Registration Number:	899103	PRINCETON
Registration Number:	884159	PRECISION BASS
Registration Number:	3415437	PRECISION BASS
Registration Number:	3744616	PASSPORT
Registration Number:	2226635	PASSPORT
Registration Number:	1062732	P BASS
Registration Number:	2671338	MR. GEARHEAD
Registration Number:	2632705	MO'BASS
Registration Number:	3450068	K&F
Registration Number:	882884	JAZZ BASS
Registration Number:	3415436	JAZZ BASS
Registration Number:	1999897	JAG-STANG
Registration Number:	1123677	J BASS

	1132165	GUILD
Registration Number:	1027631	GUILD
Registration Number:	3011435	G-DEC
Registration Number:	1139582	G
Registration Number:	2164470	FRONTMAN
Registration Number:	4302401	FENDER
Registration Number:	4151706	FENDER
Registration Number:	4151704	FENDER
Registration Number:	4151702	FENDER
Registration Number:	3419612	FENDER
Registration Number:	3873692	FENDER
Registration Number:	3873691	FENDER
Registration Number:	3873690	FENDER
Registration Number:	3060024	FENDER
Registration Number:	2237850	FENDER
Registration Number:	2385810	FENDER
Registration Number:	1715905	FENDER
Registration Number:	1256824	FENDER
Registration Number:	805510	FENDER
Registration Number:	1837785	FEELING IS BELIEVING
Registration Number:	2144833	F
Registration Number:	1864250	F
Registration Number:	1864249	F
Registration Number:	2635525	ESQUIRE
Registration Number:	2851987	DURA-TONE
Registration Number:	893606	DUAL SHOWMAN
Registration Number:	1092692	DELUXE REVERB
Registration Number:	2400057	DEARMOND
Registration Number:	2673287	CYBER-DELUXE
Registration Number:	902917	CHAMP
Registration Number:	1883386	BULLET
Registration Number:	1208182	BULLET
Registration Number:	3204640	B-DEC
Registration Number:	4094478	BASSMAN
Registration Number:	841570	BASSMAN

	3596185	BAND-MASTER
Registration Number:	1999898	JAGUAR
Registration Number:	2438508	JAZZMASTER
Registration Number:	840360	SHOWMAN
Registration Number:	2609761	SHOWMASTER
Registration Number:	1058385	STRAT
Registration Number:	839997	STRATOCASTER
Registration Number:	1998339	MUSTANG
Registration Number:	2727355	NOCASTER
Registration Number:	805075	FENDER
Serial Number:	79115464	FENDER
Serial Number:	85818769	FENDER
Serial Number:	85818068	FENDER

**CORRESPONDENCE DATA**

Fax Number: 2124552502

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

Phone: (212) 455-2292

Email: ksolomon@stblaw.com

Correspondent Name: Zara Ohiorhenuan, 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:	Zara Ohiorhenuan
Signature:	/zoi/
Date:	05/17/2013

**Total Attachments: 13**

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 3, 2013 is made by FENDER MUSICAL INSTRUMENTS CORPORATION, a Delaware Corporation, located at 17600 N. Perimeter Drive, Suite 100, Scottsdale, AZ 85255 (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 April 3, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FENDER MUSICAL INSTRUMENTS CORPORATION ("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 April 3, 2013, 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 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 Licenses thereof (including, without limitation, those items listed on Schedule A hereto but excluding Excluded Property) (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.

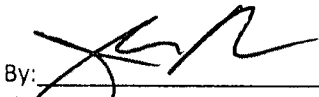
SECTION 4 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and 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 \_\_\_ day of April, 2013.

FENDER MUSICAL INSTRUMENTS CORPORATION  
as Grantor

By:   
Name: James Broenen  
Title: Chief Financial Officer

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

**TRADEMARK**  
**REEL: 005074 FRAME: 0974**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 2<sup>nd</sup> day of April, 2013.

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

By: 

Name:

Steven J. Kravoski

Title:

Senior Vice President

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

**TRADEMARK**  
**REEL: 005074 FRAME: 0975**

ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA )  
 ) SS  
COUNTY OF MARICOPA )

On the 29th day of March, 2013, before me personally came James Broenen, who is personally known to me to be the Chief Financial Officer of Fender Musical Instruments Corporation, a Delaware corporation; who, being duly sworn, did depose and say that he is the Chief Financial 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.

*Patricia Madigan*  
Notary Public  
PATRICIA S MADIGAN  
Notary Public - Arizona  
Maricopa County  
My Comm. Expires Nov 4, 2016

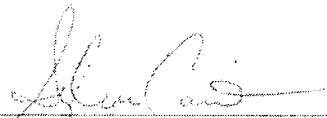
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Acknowledgment Page to Grant in Security Interest in Trademark Rights (Term Facility)

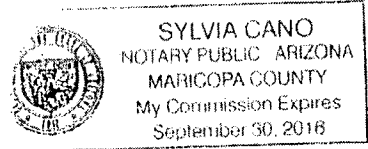
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Arizona )  
COUNTY OF Maricopa ) ss

On the 3<sup>rd</sup> day of April, 2013, before me personally came Steven J. Kratoski, who is personally known to me to be the Authorized Agent 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.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**  
**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Serial No. Registration No.</b>
GUILD (DESIGN ONLY)	73/198685 1,132,166
HEADSTOCK (NARROW STRATOCASTER) DESIGN ONLY	77/391599 3,488,514
HEADSTOCK (NARROW STRATOCASTER) DESIGN ONLY	77/388173 3,488,511
HEADSTOCK (NARROW STRATOCASTER) DESIGN ONLY	75/267362 2,163,733
HEADSTOCK (GUILD) DESIGN ONLY	75/126577 2,200,878
HEADSTOCK (TELECASTER) DESIGN ONLY	73/070670 1,148,870
HEADSTOCK (WIDE STRATOCASTER) DESIGN ONLY	73/070669 1,148,869
WORKINGMAN'S	74/427898 1,896,855
VIBROLUX	72/314322 899,104
VIBRO/KING	74/390489 1,819,804
VIBRO CHAMP	72/314323 899,105
TWIN REVERB	72/450580 998,105

TONE MASTER	74/350635 1,836,097
THE SPIRIT OF ROCK-N-ROLL	77/084992 3,873,695
THE SPIRIT OF ROCK/N/ROLL	78/127380 2,774,155
TELECASTER	72/314199 871,794
TELECASTER	77/196707 3,415,433
TELECASTER	77/084981 3,873,694
TELE	73/091722 1,058,386
SWR	75/893474 2,417,539
SWR AND DESIGN	75/893473 2,417,538
SUPER REVERB	73/067291 1,113,463
SUPER BULLETS	73/048297 1,025,208
SUNN	73/666403 1,475,757
SUNN AND DESIGN	72/268240 859,230
STRATOCASTER	77/196666 3,412,528
STRATOCASTER	77/084972 3,873,693

STARCASTER	78/872033 3,420,498
STARCASTER	78/189245 2,846,744
SQUIER	85/481811
SQUIER	73/411484 1,304,958
SPARKLE-TONE	78/083377 2,681,945
SIDEKICK	73/478862 1,376,951
SFX	75/376147 2,364,960
ROAD WORN	77/647452 3,934,903
RELIC	74/632723 2,011,032
PRINCETON	72/314321 899,103
PRECISION BASS	72/314187 884,159
PRECISION BASS	77/196975 3,415,437
PASSPORT	77/771779 3,744,616
PASSPORT AND DESIGN	75/247285 2,226,635
P BASS	73/091720 1,062,732

MR. GEARHEAD	76/262752 2,671,338
MO'BASS	76/087504 2,632,705
K&F AND DESIGN	77/015321 3,450,068
JAZZ BASS	72/314134 882,884
JAZZ BASS	77/196908 3,415,436
JAG-STANG	75/000050 1,999,897
J BASS	73/163650 1,123,677
GUILD (STYLIZED)	73/198684 1,132,165
GUILD	72/443437 1,027,631
G-DEC	78/484258 3,011,435
G AND DESIGN	73/198683 1,139,582
FRONTMAN	75/100259 2,164,470
FENDER	85/481682 4,302,401
FENDER	85/375417 4,151,706
FENDER	85/375401 4,151,704

FENDER	85/375387 4,151,702
FENDER	77/196985 3,419,612
FENDER (STYLIZED)	77/084964 3,873,692
FENDER (STYLIZED)	77/084933 3,873,691
FENDER	77/084921 3,873,690
FENDER	78/458293 3,060,024
FENDER (STYLIZED)	75/977990 2,237,850
FENDER (STYLIZED)	74/481064 2,385,810
FENDER (STYLIZED)	74/165052 1,715,905
FENDER (STYLIZED)	73/393653 1,256,824
FENDER (THICK SCRIPT)	72/225092 805,510
FEELING IS BELIEVING	74/427895 1,837,785
F (THICK SCRIPT)	74/523697 2,144,833
F (THICK SCRIPT)	74/328209 1,864,250
F (THIN SCRIPT)	74/328205 1,864,249



ESQUIRE	78/107470 2,635,525
DURA/TONE	78/189254 2,851,987
DUAL SHOWMAN	72/314320 893,606
DELUXE REVERB	73/067288 1,092,692
DEARMOND	75/853648 2,400,057
CYBER-DELUXE	78/061806 2,673,287
CHAMP	72/314204 902,917
BULLET	74/438540 1,883,386
BULLET	73/333186 1,208,182
B-DEC	78/707444 3,204,640
BASSMAN	85/164492 4,094,478
BASSMAN	72/270190 841,570
BAND/MASTER	77/377279 3,596,185
JAGUAR	75/000051 1,999,898
JAZZMASTER	76/010261 2438508
SHOWMAN	72/270189 840,360

SHOWMASTER	76/339159 2,609,761
STRAT	73/091721 1,058,385
STRATOCASTER	72/270186 839,997
MUSTANG	75/000052 1,998,339
NOCASTER	78/158771 2,727,355
PASSPORT BASS	72/314187 884,159
FENDER	72/225091 805,075
FENDER	79/115464
FENDER	85/818769
FENDER	85/818068