

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fender Musical Instruments Corporation		09/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87511273	METEORA	
Serial Number:	87330423	NEWPORT	
Serial Number:	87330406	MONTEREY	
Serial Number:	87381453	FENDER	
Serial Number:	87380809	FENDER TONE	
Serial Number:	87380826	FENDER PLAY	
Serial Number:	87380845	FENDER SONGS	
Serial Number:	87380858	FENDER CHORDS	
Serial Number:	87381482	FENDER TUNE	
Serial Number:	87381497	FENDER CONNECT	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(650) 251-5094		
Email:	jmull@stblaw.com		
Correspondent Name:	Linda Nyberg		
Address Line 1:	2475 Hanover Street		

CH \$265.00 87511273

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 509265/1329

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 09/15/2017

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 6, 2017, is made by FENDER MUSICAL INSTRUMENTS CORPORATION, a Delaware corporation, located at 17600 North Perimeter Drive, Suite 100, Scottsdale, AZ 85255 (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 Credit Agreement, dated as of February 3, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, 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 Grantor 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 February 3, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time hereafter 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, the Lenders and the other Secured Parties, 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 Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the other Secured Parties, 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 such 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 other Secured Parties 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 Administrative Agent for the benefit of the Secured Parties 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 Secured Parties 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 Secured Parties 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 as of the date first set forth above.

FENDER MUSICAL INSTRUMENTS CORPORATION
as Grantor

By: 

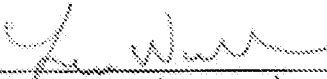
Name: JAMES BLAUEW

Title: CFO

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006155 FRAME: 0825

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

By: 
Name: Laura Woodman
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

UNITED STATES TRADEMARKS

Registrations and Applications:

Trademark	Owner	Application No.	Registration No.	Registration Date
METEORA	Fender Musical Instruments Corporation	87511273	N/A	N/A
NEWPORT	Fender Musical Instruments Corporation	87330423	N/A	N/A
MONTEREY	Fender Musical Instruments Corporation	87330406	N/A	N/A
FENDER	Fender Musical Instruments Corporation	87381453	N/A	N/A
FENDER TONE	Fender Musical Instruments Corporation	87380809	N/A	N/A
FENDER PLAY	Fender Musical Instruments Corporation	87380826	N/A	N/A
FENDER SONGS	Fender Musical Instruments Corporation	87380845	N/A	N/A
FENDER CHORDS	Fender Musical Instruments Corporation	87380858	N/A	N/A
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FENDER CONNECT	Fender Musical Instruments Corporation	87381497	N/A	N/A