

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVDG, LLC		03/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A.		
Street Address:	2 N. LaSalle Street, Suite 700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4643929	AVDG	
Registration Number:	4643930	AVDG	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310.284.4546		
Email:	ypan@proskauer.com		
Correspondent Name:	Christine Bae		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	2049 CENTURY PARK EAST, 32ND FLOOR		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067-3206		
ATTORNEY DOCKET NUMBER:	32942-001		
NAME OF SUBMITTER:	Christine Bae		
SIGNATURE:	/Christine Bae/		
DATE SIGNED:	03/12/2018		
Total Attachments: 5			
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NOTICE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of March 9, 2018 ("Notice") by and among the Grantors listed on the signature pages hereof (the "Grantors"), in favor of The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent (the "Notes 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.

W I T N E S S E T H:

WHEREAS, the Grantors are a party to a Security Agreement, dated as of April 2, 2014, by and among Guitar Center, Inc., the Guarantors and The Bank of New York Mellon Trust Company, N.A. for the benefit of the Notes Collateral Agent and the Secured Parties (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have executed and delivered this Notice for the purpose of recording and confirming the grant of the security interest of the Notes 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 Grantors and the Notes 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 Grantors to the Notes 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 Grantors hereby ratify such Security Interest and grants to the Notes 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 Grantors 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"):

(a) 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");

(c) All agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of 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;

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

(e) All of the Grantors' 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 Grantors for the purpose of recording and confirming the grant of the security interest of the Notes 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 Notes 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 Notes 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 Grantors authorize and requests that the Commissioner for Trademarks and any other applicable government officer record this Notice.

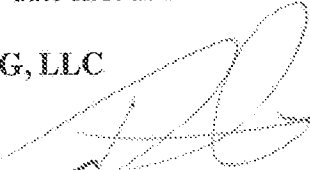
SECTION 5. Termination; Release of Trademark Collateral. Upon termination of the Security Interest in the Trademark Collateral in accordance with the Security Agreement, the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors, an instrument in writing in recordable form releasing 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 Notes Collateral Agent or any other Secured Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Notes Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

AVDG, LLC

By: 
Name: Tim Martin
Title: CEO

NOTES COLLATERAL AGENT: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

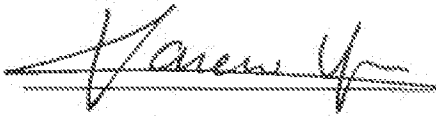
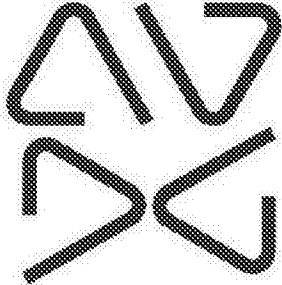
By: 
Name: Karen Yu
Title: Vice President

EXHIBIT A

Trademark Registrations and Applications

U.S. Federal Trademark Registrations and Applications

Owner:	Trademark:	Registration / Application No.:	Registration / Application Date:	Status:
AVDG, LLC	AVDG	4643929	11/25/2014	Registered
AVDG, LLC		4643930	11/25/2014	Registered