

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466140

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guitar Center, Inc.		03/16/2018	Corporation: DELAWARE
GTRC Services, Inc.		03/16/2018	Corporation: DELAWARE
Musician's Friend, Inc.		03/16/2018	Corporation: DELAWARE
Woodwind & Brasswind, Inc.		03/16/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	One Boston Place, 19th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	4743006	AERE SERIES
Registration Number:	4549318	ALL WE SELL IS THE GREATEST FEELING ON E
Registration Number:	4568821	ANY GEAR ANYTIME ANYWHERE
Registration Number:	2980482	ARCOLLA CF
Registration Number:	4721621	ARIOSO
Registration Number:	4653074	BAJA PERCUSSION
Registration Number:	2307875	DIGITAL REFERENCE
Registration Number:	3296826	DR PRO
Registration Number:	5272372	FIND YOUR SOUND
Registration Number:	5033283	G
Registration Number:	4673620	GC SESSIONS
Registration Number:	4841952	GEAR HEADS
Registration Number:	4653034	GEAR ONE
Registration Number:	5192744	GIARDINELLI
Registration Number:	5033282	GIARDINELLI
Registration Number:	5331558	GUITAR-A-THON

OP \$1490.00 4743006

Property Type	Number	Word Mark
Registration Number:	4687184	GUITAR CENTER MUSIC MENTOR · SERIES ·
Registration Number:	4816938	GUITAR CENTER LESSONS INSTRUCTION & WORK
Registration Number:	4817346	GUITAR CENTER LESSONS INSTRUCTION & WORK
Registration Number:	5048228	GUITAR CENTER LESSONS INSTRUCTION & WORK
Registration Number:	4925387	H HARBINGER
Registration Number:	4837337	JETT
Registration Number:	5341623	LIVEWIRE
Registration Number:	5341624	LIVEWIRE
Registration Number:	4822007	LVL SERIES
Registration Number:	5097280	MITCHELL
Registration Number:	5114588	MIWHOLESale
Registration Number:	4941434	MUSICARTS.COM
Registration Number:	5353015	MUSIC & ARTS
Registration Number:	4982756	MUSICIAN'S FRIEND
Registration Number:	4924483	MUSICIAN'S GEAR
Registration Number:	4821980	MÜV SERIES
Registration Number:	5387572	OPENING ACT
Registration Number:	4408664	S STUDIO TRENDS
Registration Number:	5049882	SILVER CREEK
Registration Number:	5106132	SOUND CARE
Registration Number:	4825865	SOUND PERCUSSION LABS
Registration Number:	4825787	SPL
Registration Number:	4825816	SPL
Registration Number:	5023499	STERLING
Serial Number:	87681915	S
Registration Number:	5039765	STROBEL
Registration Number:	5115668	THE DAILY PICK
Registration Number:	4728544	TITAN
Registration Number:	4821982	VÂRI SERIES
Registration Number:	4532860	VERVE
Registration Number:	4936938	WILLIAMS
Registration Number:	4547835	WOODWIND & BRASSWIND
Registration Number:	5272124	WOODWIND BRASSWIND
Registration Number:	4693608	LAUREL CANYON
Registration Number:	4825710	LAUREL CANYON
Registration Number:	4721587	LEGATO
Registration Number:	4643929	AVDG
Registration Number:	4643930	AVDG

Property Type	Number	Word Mark
Registration Number:	4906017	ACOUSTIC
Registration Number:	4906018	ACOUSTIC LEAD SERIES
Registration Number:	4999074	ACOUSTIC THE PRO'S TONE SINCE 1967
Registration Number:	5027230	MITCHELL
Registration Number:	5400197	ROGUE

CORRESPONDENCE DATA

Fax Number: 6173417701

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.

Phone: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	03/19/2018

Total Attachments: 9

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NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, effective as of March 16, 2018 (this “Notice”) is made by Guitar Center, Inc., a Delaware corporation, GTRC Services, Inc., a Delaware corporation, Musician’s Friend, Inc., a Delaware corporation, and Woodwind & Brasswind, Inc., a Delaware corporation, (individually and collectively, the “Grantor”), in favor of Wells Fargo Bank, National Association, 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.

W I T N E S S E T H:

WHEREAS, Grantor is a party to a Security Agreement, dated as of April 2, 2014, by and among the Borrowers, the Facility Guarantors and Wells Fargo Bank, National Association, for the benefit of the Collateral Agent and the Secured Parties (the “Security Agreement”);

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 and Patent 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 and Patent 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");

(b) 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");

(c) 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;

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

(e) 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 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 and Patent 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 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 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 Patents and the Commissioner for Trademarks and any other applicable government officer record this Notice.

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 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 Grantors and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

**GUITAR CENTER, INC.
GTRC SERVICES, INC.
MUSICIAN'S FRIEND, INC.
WOODWIND & BRASSWIND, INC.**

By: 

Name: Tim Martin

Title: Chief Financial Officer

COLLATERAL AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: Maggie Townsend
Name: Maggie Townsend
Title: Authorized Signatory

EXHIBIT A

[Please see attached]


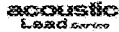



UNITED STATES PATENTS:

Owner	Patent	App/Reg. No.	App/Reg. Date
Guitar Center, Inc.	Keyed Interlocking Support Stand	14/721,554	5/26/2015
Guitar Center Inc.	Mounting System for Pivotal Coupling of a Tuner to an Instrument	15/224,209 9,728,170	7/29/2016 8/8/2017
Guitar Center Inc.	Mounting System for Pivotal Coupling of a Tuner to an Instrument	15/665,140	7/31/2017
Guitar Center, Inc.	Guitar Tuner	29/545,153 D791,221	11/10/2015 7/4/2017
Guitar Center, Inc.	Guitar Tuner	29/609,561	6/30/2017
Guitar Center, Inc.	Yoke for a Support Stand	62/458,919	2/14/2017
Guitar Center, Inc.	Yoke for a Support Stand	15/892,281	2/8/2018
Guitar Center, Inc.	Vibration Isolation Mount	62/465,659	3/1/2017
Guitar Center, Inc.	Elongate Bar Device	29/594,562	2/21/2017
Guitar Center, Inc.	Microphone Shock Mount	15/895,865	2/13/2018
Guitar Center, Inc.	Shock Mount	PCT/US18/18413	2/15/2018

UNITED STATES TRADEMARKS:

Owner:	Trademark:	Registration / Application No.:	Registration / Application Date:	Status:
GTRC Services, Inc.	Aere Series	4743006	5/26/2015	Registered
GTRC Services, Inc.	All We Sell Is The Greatest Feeling On Earth	4549318	6/10/2014	Registered
Guitar Center, Inc.	Any Gear Anytime Anywhere	4568821	7/15/2014	Registered
GTRC Services, Inc.	Arcolla CF	2980482	8/2/2005	Registered
GTRC Services, Inc.	Arioso	4721621	4/14/2015	Registered
GTRC Services, Inc.	Baja Percussion (design)	4653074	12/9/2014	Registered
GTRC Services, Inc.	Digital Reference	2307875	1/11/2000	Registered
GTRC Services, Inc.	Dr Pro and Design	3296826	9/25/2007	Registered
Guitar Center, Inc.	Find Your Sound	5272372	8/22/2017	Registered
GTRC Services, Inc.	G (Giardinelli 2015 design mark)	5033283	8/30/2016	Registered
Guitar Center, Inc.	GC Sessions	4673620	1/20/2015	Registered

Guitar Center, Inc.	Gear Heads	4841952	10/27/2015	Registered
GTRC Services, Inc.	Gear One	4653034	12/9/2014	Registered
GTRC Services, Inc.	Giardinelli (2015 design mark)	5192744	4/25/2017	Registered
GTRC Services, Inc.	Giardinelli (2015 design mark)	5033282	8/30/2016	Registered
Guitar Center, Inc.	Guitar-A-Thon	5331558	11/7/2017	Registered
Guitar Center, Inc.	Guitar Center Music Mentor Series and Design	4687184	12/17/2015	Registered
Guitar Center, Inc.	Guitar Center Lessons Instruction & Workshop (circle design)	4816938	9/22/2015	Registered
Guitar Center, Inc.	Guitar Center Lessons Instruction & Workshop (rectangle design)	4817346	9/22/2015	Registered
Guitar Center, Inc.	Guitar Center Lessons Instructions & Workshops (word mark)	5048228	9/27/2016	Registered
GTRC Services, Inc.	Harbinger and Design	4925387	3/29/2016	Registered
Guitar Center, Inc.	Jett	4837337	10/20/2015	Registered
GTRC Services, Inc.	Livewire and Design	5341623	11/21/2017	Registered
GTRC Services, Inc.	Livewire	5341624	11/21/2017	Registered
GTRC Services, Inc.	LvL Series and Design	4822007	9/29/2015	Registered
GTRC Services, Inc.	Mitchell (2016 design mark)	5097280	12/6/2016	Registered
Guitar Center, Inc.	miWholesale and Design	5114588	1/3/2017	Registered
Guitar Center, Inc.	Musicarts.com	4941434	4/19/2016	Registered
Guitar Center, Inc.	Music & Arts (stylized and/or with design)	5353015	12/12/2017	Registered
Musician's Friend, Inc.	Musician's Friend (2015 design mark)	4982756	6/21/2016	Registered
GTRC Services, Inc.	Musician's Gear and Design	4924483	3/22/2016	Registered
GTRC Services, Inc.	MüV Series and Design	4821980	9/29/2015	Registered
GTRC Services, Inc.	Opening Act	5387572	1/23/2018	Registered
Guitar Center, Inc.	S Studio Trends (stylized and/or with design mark)	4408664	9/24/2013	Registered
GTRC Services, Inc.	Silver Creek	5049882	9/27/2016	Registered
GTRC Services, Inc.	Sound Care	5106132	12/20/2016	Registered
GTRC Services, Inc.	Sound Percussion Labs	4825865	10/6/2015	Registered
GTRC Services, Inc.	SPL (word mark)	4825787	10/6/2015	Registered
GTRC Services, Inc.	SPL (design mark)	4825816	10/6/2015	Registered
GTRC Services, Inc.	Sterling	5023499	8/16/2016	Registered
GTRC Services, Inc.	S design mark	87681915	11/13/2017	Pending
GTRC Services, Inc.	Strobel	5039765	9/13/2016	Registered
Guitar Center, Inc.	The Daily Pick	5115668	1/3/2017	Registered
Guitar Center, Inc.	Titan	4728544	4/28/2015	Registered

GTRC Services, Inc.	Vari Series and Design	4821982	9/29/2015	Registered
GTRC Services, Inc.	Verve (word mark)	4532860	5/20/2014	Registered
GTRC Services, Inc.	Williams and Design	4936938	4/12/2016	Registered
Woodwind & Brasswind, Inc.	Woodwind & Brasswind and Design	4547835	6/10/2014	Registered
Musician's Friend, Inc.	Woodwind Brasswind	5272124	8/22/2017	Registered
GTRC Services, Inc.	Laurel Canyon	4693608	2/24/2015	Registered
GTRC Services, Inc.	Laurel Canyon (design mark)	4825710	10/6/2015	Registered
GTRC Services, Inc.	Legato	4721587	4/14/2015	Registered
AVDG, LLC	AVDG (word mark)	4643929	11/25/2014	Registered
AVDG, LLC	AVDG and Design	4643930	11/25/2014	Registered
GTRC Services, Inc.	ACOUSTIC 	4906017	2/23/2016	Registered
GTRC Services, Inc.	ACOUSTIC LEAD SERIES 	4906018	2/23/2016	Registered
GTRC Services, Inc.	ACOUSTIC THE PRO'S TONE SINCE 1967 	4999074	7/12/2016	Registered
GTRC Services, Inc.	LVL SERIES 	4822007	9/29/2015	Registered
GTRC Services, Inc.	MITCHELL	5027230	8/23/2016	Registered
GTRC Services, Inc.	ROGUE 	5400197	2/13/2018	Registered
Guitar Center Stores, Inc.	GUITAR CENTER #481	10146743	4/5/2011	Registered (Nebraska)
Guitar Center Stores, Inc.	GUITAR CENTER #155	571071	4/22/2013	Registered (Arizona)
Guitar Center Stores, Inc.	MUSIC & ARTS CENTERS	359534	12/1/2005	Registered (Arizona)