

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469744

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Musician's Friend, Inc.		12/31/2010	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guitar Center, Inc.		
<b>Street Address:</b>	5795 Lindero Canyon Road		
<b>City:</b>	Westlake Village		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91362		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2247491	ROGUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122226379		
<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>			
<b>Phone:</b>	312/755-3179		
<b>Email:</b>	mhays@agdglaw.com		
<b>Correspondent Name:</b>	Mary Vidal Hays		
<b>Address Line 1:</b>	330 N. Wabash, Ste. 1700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Mary Vidal Hays		
<b>SIGNATURE:</b>	/Mary Vidal Hays/		
<b>DATE SIGNED:</b>	04/13/2018		
<b>Total Attachments: 2</b>			
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source=GCI-MF Assignment#page2.tif			

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**NUNC PRO TUNC ASSIGNMENT**

This NUNC PRO TUNC ASSIGNMENT (the "**Trademark Assignment**") is made as of April 12, 2018 by and between Musician's Friend, Inc., a Delaware corporation with an address at 5795 Lindero Canyon Road, Westlake Village, CA ("**Assignor**") on the one hand, and Guitar Center, Inc., a Delaware corporation with an address at 5795 Lindero Canyon Road, Westlake Village, CA (the "**Assignee**") on the other hand.

WHEREAS, Assignor owned all right, title and interest in and to: (a) the trademark registration listed on *Exhibit A* to this Trademark Assignment; and (b) all goodwill associated therewith (collectively, the "**Trademark**"); and

WHEREAS, the Assignee desired to acquire the Trademark.

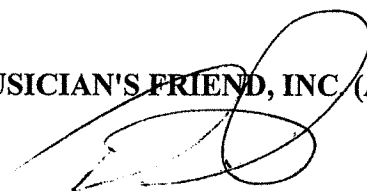
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor agrees that Assignor hereby assigned to Assignee *nunc pro tunc* effective as of December 31, 2010, all right, title and interest in and to the Trademark.

2. Both parties hereby acknowledge and agree that this Trademark Assignment confirms and clarifies the rights of the parties as of December 31, 2010.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

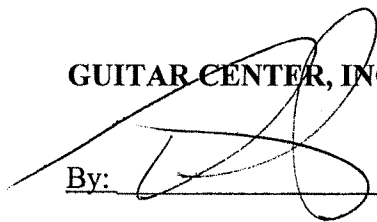
MUSICIAN'S FRIEND, INC (Assignor)

By:  \_\_\_\_\_

Printed name: Tim Martin

Title: CFO

GUITAR CENTER, INC. (Assignee)

By:  \_\_\_\_\_

Printed name: TIM MARTIN

Title: CFO

Exhibit A

Mark	App. No.	Reg. No.	Reg. Date
<i>Rogue</i>	75/428,649	2,247,491	5/25/1999