

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fender Musical Instruments Corporation		05/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	5806943	ACOUSTASONIC	
Registration Number:	5893083	ACOUSTASONIC	
Registration Number:	6077618	BLUES JUNIOR	
Serial Number:	88306790	DROPLOCK	
Registration Number:	5922808	THE TRAPPER	
Registration Number:	5922810	SMOLDER	
Registration Number:	5922807	REFLECTING POOL	
Registration Number:	5922811	MTG: LA	
Registration Number:	5922809	COMPUGILIST	
Registration Number:	5899190	VINTERA	
Registration Number:	6114821	FENDER CERTIFIED VINTAGE	
Registration Number:	6114820	FENDER CERTIFIED VINTAGE	
Registration Number:	6114904	VIBRA-DYNE	
Serial Number:	88649594	AMERICAN SHOWCASE	
Registration Number:	6218137	BIGSBY	
Serial Number:	88837488	ENGINE ROOM	
Serial Number:	90081514	PANORAMA	
Serial Number:	90106309	HAMMERTONE	
Serial Number:	90295501	STRATOCASTER	

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Property Type	Number	Word Mark
Serial Number:	90369565	AMPERSTAND
Serial Number:	90403479	BOXER
Serial Number:	90403491	DOUBLE-WIDE
Serial Number:	90466096	CHUGG
Serial Number:	90597624	BRONCO
Serial Number:	90597584	BRONCO
Serial Number:	90628383	FENDER AUDIO
Serial Number:	90626045	FENDER
Serial Number:	90626082	STRATOCASTER
Serial Number:	90626105	STRATOCASTER
Serial Number:	90626068	FENDER
Serial Number:	90701109	FENDER

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: 05/24/2021

Total Attachments: 12

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 19, 2021 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 Revolving Facility Credit Agreement, dated as of December 6, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FENDER MUSICAL INSTRUMENTS CORPORATION (the "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 December 6, 2018, 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 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 Borrower 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 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 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 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 on the date first set forth above.

**FENDER MUSICAL INSTRUMENTS
CORPORATION, as Grantor**



By: _____

Name: Aarash Darroodi

Title: SVP, General Counsel, and Secretary

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

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the date first set forth above.

**FENDER MUSICAL INSTRUMENTS
CORPORATION, as Grantor**

By: _____

Name:

Title:

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

By: _____

Name: Daniel Stampfel

Title: _Authorized Officer

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Country (US Then Alpha Order)	Mark/Title	Registration Number	Goods & Services	Class	Status	Ref. #/Film	Type/Image
Fender Musical Instruments Corporation	US	ACOUSTASONIC	Application No.: 88250518 Registration No.: 5806943			Application filed 01/04/2019 Registered 7/16/2019		
Fender Musical Instruments Corporation	US	ACOUSTASONIC	Application No.: 88250531 Registration No.: 5893083			Application filed 01/04/2019 Registered 10/22/2019		
Fender Musical Instruments Corporation	US	BLUES JUNIOR	Application No.: 88258327 Registration No.: 6077618			Application filed 01/11/2019 Registered 6/16/20		
Fender Musical Instruments Corporation	US	DROPLUCK	Application No.: 88306790			Application filed 02/19/2019		

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Fender Musical Instruments Corporation	US	THE TRAPPER	Application No.: 88348319 Registration no.: 5922808			Application filed 03/20/2019 Registered 11/26/2019		
Fender Musical Instruments Corporation	US	SMOLDER	Application No.: 88348331 Registration No.: 5922810			Application filed 03/20/2019 Registered 11/26/2019		
Fender Musical Instruments Corporation	US	REFLECTING POOL	Application No.: 88348308 Registration No.: 5922807			Application filed 03/20/2019 Registered 11/26/2019		
Fender Musical Instruments Corporation	US	MTG: LA	Application No.: 88348340 Registration No.: 5922811			Application filed 03/20/2019 Registered 11/26/2019		

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REEL: 007304 FRAME: 0097

Fender Musical Instruments Corporation	US	COMPUGILIST	Application No.: 88348327 Registration No.: 5922809			Application filed 03/20/2019 Registered 11/26/2019		
Fender Musical Instruments Corporation	US	VINTERA	Application No.: 88360644 Registration No.: 5899190			Application filed 03/28/2019 Registered 10/29/2019		
Fender Musical Instruments Corporation	US	FENDER CERTIFIED VINTAGE	Application No.: 88507562 Registration No.: 6114821			Application filed 07/10/2019 Registered 7/28/2020		
Fender Musical Instruments Corporation	US	FENDER CERTIFIED VINTAGE	Application No.: 88507543 Registration No.: 6114820			Application filed 07/10/2019 Registered 7/28/2020		

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REEL: 007304 FRAME: 0098

Fender Musical Instruments Corporation	US	VIBRA-DYNE	Application No.: 88546038 Registration No.: 6114904			Application filed 07/29/2019 Registered 7/28/2020		
Fender Musical Instruments Corporation	US	AMERICAN SHOWCASE	Application No.: 88649594			Application filed 10/10/2019		
Fender Musical Instruments Corporation	US	BIGSBY	Application No.: 88671990 Registration No.: 6218137			Application filed 10/29/2019 Registered 12/08/2020		
Fender Musical Instruments Corporation	US	ENGINE ROOM	Application No.: 88837488			Application filed 03/17/2020		

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REEL: 007304 FRAME: 0099

Fender Musical Instruments Corporation	US	PANORAMA	Application No.: 90081514			Application filed 07/29/2020		
Fender Musical Instruments Corporation	US	HAMMERTONE	Application No.: 90106309			Application filed 08/11/2020		
Fender Musical Instruments Corporation	US	STRATOCASTER	Application No.: 90295501			Application filed 11/03/2020		
Fender Musical Instruments Corporation	US	AMPERSTAND	Application No.: 90369565			Application filed 12/09/2020		

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REEL: 007304 FRAME: 0100

Fender Musical Instruments Corporation	US	BOXER	Application No.: 90403479		Application filed 12/22/2020		
Fender Musical Instruments Corporation	US	DOUBLE-WIDE	Application No.: 90403491		Application filed 12/22/2020		
Fender Musical Instruments Corporation	US	CHUGG	Application No.: 90466096		Application filed 1/14/2021		
Fender Musical Instruments Corporation	US	BRONCO (C.9)	App. No.: 90597624		Application filed 3/23/2021		

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REEL: 007304 FRAME: 0101

Fender Musical Instruments Corporation	US	BRONCO (C.15)	App. No.: 90597584			Application filed 3/23/2021		
Fender Musical Instruments Corporation	US	FENDER AUDIO (Class 9)	App. No.: 90628383			Application filed 4/7/2021		
Fender Musical Instruments Corporation	US	FENDER (Class 9)	App. No.: 90626045			Application filed 4/6/2021		
Fender Musical Instruments Corporation	US	STRATOCASTER (Class 9)	App. No.: 90626082			Application filed 4/6/2021		

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Fender Musical Instruments Corporation	US	STRATOCASTER (Class 42)	App. No.: 90626105			Application filed 4/6/2021		
Fender Musical Instruments Corporation	US	FENDER (Class 42)	App. No.: 90626068			Application filed 4/6/2021		
Fender Musical Instruments Corporation	US	FENDER (Class 9/15)	App. No.: 90701109			Application filed 5/10/2021		

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