

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712669

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		03/07/2022	Corporation: DELAWARE
Jackson/Charvel Manufacturing, Inc.		03/07/2022	Corporation: DELAWARE
PreSonus Audio Electronics, Inc.		03/07/2022	Corporation: DELAWARE
PreSonus Expansion, L.L.C.		03/07/2022	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative 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: 40

Property Type	Number	Word Mark
Registration Number:	6562887	AERODYNE
Serial Number:	97074149	DINKY
Serial Number:	90721206	FENDER
Serial Number:	90892145	FENDER
Serial Number:	97020055	FENDER CUSTOM SHOP
Serial Number:	97110501	FENDER FUSEBOX
Serial Number:	97062469	FENDER PLAY FOUNDATION
Serial Number:	97125347	JACKSON
Serial Number:	97015001	KATANA
Serial Number:	97074203	SOLOIST
Serial Number:	90892105	STRAT
Serial Number:	90892161	TELECASTER
Registration Number:	4428976	
Registration Number:	3930999	AUDIOBOX USB

TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	3807644	CAPTURE
Registration Number:	4478910	COACTUAL
Registration Number:	5536861	EARMIX
Registration Number:	4463909	ERIS
Registration Number:	3235346	FADERPORT
Registration Number:	3303751	FIRESTUDIO
Registration Number:	3790073	MIXVERB
Registration Number:	3176660	NIMBIT
Registration Number:	3134142	NOTION
Registration Number:	3439578	NTEMPO
Registration Number:	2242947	PRESONUS
Registration Number:	3993790	PRESONUS
Registration Number:	4601554	PRESONUS AUDIOBOX
Serial Number:	97030472	PRESONUS METRO
Registration Number:	3481727	PROGRESSION
Registration Number:	4241871	QMIX
Registration Number:	3790176	REDLIGHTDIST
Serial Number:	90466264	REVELATOR
Registration Number:	3882246	SAMPLEONE
Registration Number:	4429954	SCEPTRE
Registration Number:	3726063	STUDIOLIVE
Registration Number:	4545203	TEMBLOR
Registration Number:	3790072	TRICOMP
Serial Number:	90781811	UC SURFACE
Registration Number:	4083654	WORXAUDIO
Serial Number:	97085850	PRESONUS

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:	03/07/2022
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Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 7, 2022 is made by Fender Musical Instruments Corporation, a Delaware corporation, located at 17600 North Perimeter Drive, Suite 100, Scottsdale, AZ 85255 ("Fender"), Jackson/Charvel Manufacturing, Inc., a Delaware corporation, located at 1575 N. Gower St., Suite 170, Los Angeles, CA 90028 ("Jackson"), PreSonus Audio Electronics, Inc., a Delaware corporation, located at 18011 Grand Bay Court, Baton Rouge, LA 70809 ("PreSonus Audio"), and PreSonus Expansion, L.L.C., a Louisiana limited liability company, located at 18011 Grand Bay Court, Baton Rouge, LA 70809 ("PreSonus Expansion" and, collectively with Fender, Jackson, and PreSonus Audio, the "Grantors" and, each, a "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, including by that certain First Amendment to Revolving Facility Credit Agreement, dated as of December 1, 2021, and as may be further amended, restated, amended and restated, 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, each 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, each 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, each 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, each 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. Each 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 Grantors 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. Each 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; Signature Pages Follow]

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: Aarash Darroodi
Name: Aarash Darroodi
Title: Secretary

**JACKSON/CHARVEL MANUFACTURING, INC.,
as Grantor**

By: Aarash Darroodi
Name: Aarash Darroodi
Title: Secretary

**PRESONUS AUDIO ELECTRONICS, INC.,
as Grantor**

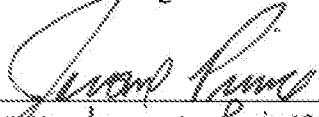
By: Aarash Darroodi
Name: Aarash Darroodi
Title: Secretary

**PRESONUS EXPANSION, L.L.C.,
as Grantor**

By: Aarash Darroodi
Name: Aarash Darroodi
Title: Secretary

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

By: _____


Name: Jerome Prince
Title: Authorized Signer

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

TRADEMARK
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SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner	Application No.	Registration No.	Registration Date
AERODYNE	Fender Musical Instruments Corporation	90550228	6562887	11/16/2021
DINKY	Jackson/Charvel Manufacturing, Inc.	97074149		
FENDER	Fender Musical Instruments Corporation	90721206		
FENDER	Fender Musical Instruments Corporation	90892145		
FENDER CUSTOM SHOP (AND DESIGN)	Fender Musical Instruments Corporation	97020055		
FENDER FUSEBOX	Fender Musical Instruments Corporation	97110501		
FENDER PLAY FOUNDATION	Fender Musical Instruments Corporation	97062469		
JACKSON	Jackson/Charvel Manufacturing, Inc.	97125347		
KATANA	Fender Musical Instruments Corporation	97015001		
SOLOIST	Jackson/Charvel Manufacturing, Inc.	97074203		
STRAT	Fender Musical Instruments Corporation	90892105		
TELECASTER	Fender Musical Instruments Corporation	90892161		
[Design - Audio Wave]	PreSonus Audio Electronics Inc.	85980220	4428976	Nov 5, 2013

AUDIOBOX USB	PreSonus Audio Electronics Inc.	85088649	3930999	Mar 15, 2011
CAPTURE [AND DESIGN]	PreSonus Audio Electronics, Inc.	77490944	3807644	Jun 22, 2010
COACTUAL	PreSonus Audio Electronics Inc.	85778013	4478910	Feb 4, 2014
EARMIX	PreSonus Audio Electronics Inc.	87464482	5536861	Aug 7, 2018
ERIS	PreSonus Audio Electronics Inc.	85793868	4463909	Jan 7, 2014
FADERPORT	PreSonus Audio Electronics, Inc.	78772879	3235346	Apr 24, 2007
FIRESTUDIO	PreSonus Audio Electronics, Inc.	78646601	3303751	Oct 2, 2007
MIXVERB	PreSonus Audio Electronics, Inc.	77840444	3790073	May 18, 2010
NIMBIT	PreSonus Audio Electronics, Inc.	78757244	3176660	Nov 28, 2006
NOTION	PreSonus Expansion, LLC	78503074	3134142	Aug 22, 2006
NTEMPO	PreSonus Expansion, LLC	77232569	3439578	Jun 3, 2008
PRESONUS	PreSonus Audio Electronics Inc.	74659121	2242947	May 4, 1999
PRESONUS	PreSonus Audio Electronics Inc.	85199719	3993790	Jul 12, 2011
PRESONUS AUDIOBOX	PreSonus Audio Electronics Inc.	86214473	4601554	Sep 9, 2014
PRESONUS METRO	PreSonus Audio Electronics, Inc.	97030472		
PROGRESSION	PreSonus Expansion, LLC	77184693	3481727	Aug 5, 2008
Q MIX	PreSonus Audio Electronics Inc.	85589374	4241871	Nov 13, 2012

REDLIGHTDIST	PreSonus Audio Electronics Inc.	77842651	3790176	May 18, 2010
REVELATOR	PreSonus Audio Electronics, Inc.	90466264		
SAMPLEONE	PreSonus Audio Electronics Inc.	77840390	3882246	Nov 30, 2010
SCEPTRE	PreSonus Audio Electronics Inc.	85793878	4429954	Nov 5, 2013
STUDIOOLIVE	PreSonus Audio Electronics, Inc.	77330638	3726063	Dec 15, 2009
TEMBLOR	PreSonus Audio Electronics Inc.	86031415	4545203	Jun 3, 2014
TRICOMP	PreSonus Audio Electronics Inc.	77840442	3790072	May 18, 2010
UC SURFACE	PreSonus Audio Electronics, Inc.	90781811		
WORXAUDIO	PreSonus Audio Electronics Inc.	85335665	4083654	Jan 10, 2012
PRESONUS	PreSonus Audio Electronics, Inc.	97085850		

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RECORDED: 03/07/2022