

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718797

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVDG, LLC		03/17/2022	Limited Liability Company: DELAWARE
GTRC Services, Inc.		03/17/2022	Corporation: DELAWARE
Guitar Center, Inc.		03/17/2022	Corporation: DELAWARE
Guitar Center Stores, Inc.		03/17/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank, National Association, as Notes Collateral Agent
Street Address:	60 Livingston Ave
Internal Address:	West Side Flats St Paul
City:	Saint Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6640489	FANSUITE
Registration Number:	6389917	ROADTRIP
Serial Number:	97150835	MUSIC UNITES US
Serial Number:	90898652	STERLING
Serial Number:	90892922	WILLIAMS
Serial Number:	90517343	AVDG AUDIO VISUAL DESIGN GROUP
Serial Number:	90517345	AUDIO VISUAL DESIGN GROUP

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 N. LaSalle

CH \$190.00 6640489

Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 46521-8

NAME OF SUBMITTER: Michelle Nowicki

SIGNATURE: /Michelle Nowicki/

DATE SIGNED: 04/04/2022

Total Attachments: 7

source=Guitar Center IPSA EXECUTED#page1.tif
source=Guitar Center IPSA EXECUTED#page2.tif
source=Guitar Center IPSA EXECUTED#page3.tif
source=Guitar Center IPSA EXECUTED#page4.tif
source=Guitar Center IPSA EXECUTED#page5.tif
source=Guitar Center IPSA EXECUTED#page6.tif
source=Guitar Center IPSA EXECUTED#page7.tif

NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS ("Notice"), effective as of March 17, 2022 ("Notice") is made by AVDG, LLC, a Delaware limited liability company, GTRC Services, Inc., a Delaware corporation, Guitar Center, Inc., a Delaware corporation and Guitar Center Stores, Inc., a Delaware corporation (each a "Grantor" and, collectively, the "Grantors"), in favor of U.S. Bank, National Association, in its capacity as notes collateral agent (in such capacity and together with any successors in such capacity, 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).

WITNESSETH:

WHEREAS, the Grantors are a party to a Security Agreement, dated as of December 22, 2020, by and among the Grantors, the other grantors party thereto and the Notes Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Notice for the purpose of recording and confirming the grant of the security interest in favor of the Notes 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 each Grantor 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 (including by reference) 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 such Grantor 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, such Grantor hereby ratifies such Security Interest and grants to the Notes Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in all of the right, title and interest of such Grantor in, to and under the following property, and each item thereof, whether now owned or now due, or in which such Grantor has an interest, or hereafter acquired, arising, or to become due, or in which such Grantor obtains an interest, 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, slogans (and all translations, adaptations, derivations and combinations of the foregoing) and indicia and other source and/or business identifiers, whether registered or unregistered, together with all registrations thereof, all applications in connection therewith (including, without limitation, the registrations and applications set forth on Exhibit A attached hereto and made a part hereof), and all extensions and renewals thereof, and any goodwill of the business connected with the use of, and symbolized by, any of the foregoing (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 any of the foregoing, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto and made a part hereof (collectively, "Patents");

(c) All agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark or Patent (collectively, "Licenses");

(d) All income, royalties, damages and payments now and hereafter due and/or payable

US-DOCS\119778942.4

TRADEMARK
REEL: 007679 FRAME: 0608

under and with respect to any of the Trademarks, Patents and/or Licenses;

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

(e) All of such Grantor's rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, the Trademark and Patent Collateral shall not include any intent-to-use trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to the filing of a statement of use or amendment to allege use in connection therewith with the United States Patent and Trademark Office but only to the extent that and solely during the period in which the grant of a security interest therein would result in the cancellation or invalidation of the registration that issues from such intent-to-use applications.

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 in favor of the Notes 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 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 and Patent 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 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 Grantors authorize and request that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Notice.

SECTION 5. Not Responsible for Recitals. The recitals contained herein shall be taken as the statements of the Grantor and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representations as to the validity or sufficiency of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

GUITAR CENTER, INC.
GUITAR CENTER STORES, INC.
GTRC SERVICES, INC.
AVDG, LLC

By: Tim Martin
Name: Tim Martin
Title: Chief Financial Officer

U.S. BANK, NATIONAL ASSOCIATION,
as Notes Collateral Agent

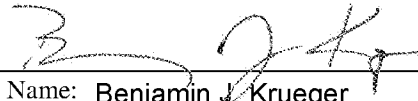
By: 
Name: Benjamin J. Krueger
Title: Vice President

EXHIBIT A

Trademark and Service Mark Registrations and Applications

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
FANSUITE FANSUITE	90178617 14-SEP-2020	6640489 08-FEB-2022	Registered	AVDG, LLC
ROADTRIP	88439561 21-May-2019	6389917 15-JUN-2021	Registered	GTRC Services, Inc.
MUSIC UNITES US MUSIC UNITES US	97150835 01-DEC-2021	---	Pending	Guitar Center, Inc.
STERLING STERLING	90898652 24-AUG-2021	---	Pending	GTRC Services, Inc.
WILLIAMS WILLIAMS	90892922 20-AUG-2021	---	Pending	GTRC Services, Inc.
AVDG AUDIO VISUAL DESIGN GROUP  AUDIO VISUAL DESIGN GROUP	90517343 08-FEB-2021	---	Pending	AVDG, LLC
AUDIO VISUAL DESIGN GROUP AUDIO VISUAL DESIGN GROUP	90517345 08-FEB-2021	---	Pending	AVDG, LLC
ACOUSTIC CONTROL	90/843,598 22-Jul-2021		Pending TTU	GTRC Services, Inc.
ACOUSTIC CONTROL CORPORATION	90/843,571 22-Jul-2021		Pending TTU	GTRC Services, Inc.
Gamma	90/843,665 22-Jul-2021		Pending TTU	GTRC Services, Inc.
Guitar Symbol-Guitar Center	97/222,668 17-Jan-2022		Pending TTU	Guitar Center, Inc.
Rogue Stylized	87/485,117 12-Jan-2017	5,400,197 13-Feb-2019	Registered	GTRC Services, Inc.
The-Guitar-Center-Company	97/222,692 17-Jan-2022		Pending TTU	Guitar Center, Inc.

TRUEBLUE	90/843,636 22-Jul-2021		Published TTU	GTRC Services, Inc.
UKERHOKIA	90/642,852 14-Apr-2021		Published TTU	GTRC Services, Inc.
VENUE	88/391,431 12-Apr-2019	5,896,004 29-Oct-2019	Registered	GTRC Services, Inc.
DELTA	97/165,788 10-Dec-2021		Pending TTU	GTRC Services, Inc.
DELTA Logo	97/170,656 14-Dec-2021		Pending TTU	GTRC Services, Inc.
Guitar Center Logo	97/222,683 17-Jun-2022		Pending TTU	Guitar Center, Inc.
MUSIC UNITES US	97/021,675 10-Sep-2021		Pending TTU	Guitar Center, Inc.

EXHIBIT B

Patents and Patent Applications

Patent Title	Application Number Application Date	Patent Number Grant Date	Status	Owner
Hexagonal percussion instrument	29591066 1/16/2017	D849129 5/21/2019	Issued	Guitar Center Inc.
MUSIC INSTRUCTION SYSTEM	14104239 12/12/2013	9333418 5/10/2016	Issued	Guitar Center Stores, Inc.
MUSIC INSTRUCTION SYSTEM	12775665 5/7/2010	8629342 1/14/2014	Issued	Guitar Center Stores, Inc.

US-DOCS\119778942.4