

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|-----------------------|-------------------|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Guitar Center, Inc. | | 10/09/2007 | CORPORATION: DELAWARE |

| | |
|----------------------|---|
| RECEIVING PARTY DATA | |
| Name: | JPMorgan Chase Bank, N.A. |
| Street Address: | P.O. Box 2558 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77252 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 90

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 2294166 | ACOUSTIC |
| Registration Number: | 2309450 | ACOUSTIC |
| Registration Number: | 2309451 | ACOUSTIC |
| Registration Number: | 2312001 | ACOUSTIC |
| Registration Number: | 2312002 | ACOUSTIC |
| Registration Number: | 2326378 | ACOUSTIC |
| Registration Number: | 2470898 | ACOUSTIC |
| Registration Number: | 2519142 | ACOUSTIC |
| Registration Number: | 2580641 | ACOUSTIC |
| Registration Number: | 2360974 | ACOUSTIC CONTROL |
| Registration Number: | 1671712 | AMERICAN MUSIC |
| Registration Number: | 1684766 | AMERICAN MUSIC |
| Registration Number: | 1685628 | AMERICAN MUSIC |
| Registration Number: | 1671713 | |

OP \$2265.00 2294166

| | | |
|----------------------|----------|--------------------------|
| Registration Number: | 2866155 | AMERICAN STUDENT RENTAL |
| Registration Number: | 3141551 | BLACK LABEL |
| Registration Number: | 2307875 | DIGITAL REFERENCE |
| Registration Number: | 3068209 | FIND YOUR VOICE |
| Registration Number: | 2884873 | FRETREST |
| Registration Number: | 2280874 | GUITAR CENTER |
| Registration Number: | 1290481 | GUITAR CENTER |
| Registration Number: | 2085508 | GUITAR CENTER |
| Registration Number: | 2810188 | GUITAR CENTER'S DRUM OFF |
| Registration Number: | 2810186 | GUITAR CENTER'S SPIN OFF |
| Registration Number: | 3053666 | |
| Registration Number: | 2831584 | LIVE WIRE |
| Registration Number: | 3129275 | MITCHELL |
| Registration Number: | 2868579 | MUSIC & ARTS CENTERS |
| Registration Number: | 2866149 | MUSIC & ARTS CENTERS |
| Registration Number: | 3163884 | PALOMINO |
| Registration Number: | 2912130 | PROLINE |
| Registration Number: | 3159452 | ROAD RUNNER |
| Registration Number: | 1576899 | ROCK WALK |
| Registration Number: | 3041383 | SOUND PERCUSSION |
| Registration Number: | 2932518 | SP SOUND PERCUSSION |
| Registration Number: | 3093672 | SPECTRAL |
| Registration Number: | 3111814 | THE LIST |
| Registration Number: | 1946542 | THE MUSICIAN'S CHOICE |
| Registration Number: | 2996547 | W WILLIAMS |
| Serial Number: | 77083519 | DR PRO |
| Serial Number: | 77117514 | AGAZARIAN |
| Serial Number: | 77207548 | BAND GEAR |
| Serial Number: | 78890400 | CRUMAR |
| Serial Number: | 78890433 | DELTA LABS |
| Serial Number: | 77251498 | DELTALAB |
| Serial Number: | 77262983 | DRUM PADS |
| Serial Number: | 77153729 | EARTH III |
| Serial Number: | 78543269 | ESSENTIALS PAK |
| Serial Number: | 77253547 | ETUDE |

| | | |
|----------------|----------|---------------------|
| Serial Number: | 77117702 | GAIN |
| Serial Number: | 77119436 | GAINCENTRAL |
| Serial Number: | 77181835 | GC STUDIOS |
| Serial Number: | 78903660 | GIARDINELLI |
| Serial Number: | 78893172 | GIARDINELLI |
| Serial Number: | 78903541 | HARBINGER |
| Serial Number: | 77080663 | INDEPENDENCE |
| Serial Number: | 77117443 | LAGUNA |
| Serial Number: | 78674347 | LUCERO |
| Serial Number: | 77144052 | MAKE NOISE |
| Serial Number: | 78890414 | MULTIVOX |
| Serial Number: | 77144164 | MUSIC & ARTS |
| Serial Number: | 77145665 | MUSIC & ARTS |
| Serial Number: | 77081037 | MUSIC & ARTS CENTER |
| Serial Number: | 77081222 | MUSIC & ARTS CENTER |
| Serial Number: | 78928970 | OCEAN |
| Serial Number: | 77080228 | OTTO BENJAMIN |
| Serial Number: | 78889870 | POLARIS |
| Serial Number: | 77117494 | RAVEN |
| Serial Number: | 78797151 | ROAD KILL |
| Serial Number: | 78741134 | ROCKETEER |
| Serial Number: | 77059144 | SIMMONS |
| Serial Number: | 77117473 | SOCAL DRUMS |
| Serial Number: | 78663615 | SP SOUND PERCUSSION |
| Serial Number: | 78785088 | STERLING AUDIO |
| Serial Number: | 78650328 | STERLING AUDIO |
| Serial Number: | 77099900 | STICKS & STONES |
| Serial Number: | 77080276 | STROBEL |
| Serial Number: | 78890454 | STUDIO MASTER |
| Serial Number: | 78890481 | TANGENT |
| Serial Number: | 78889858 | TANTRUM |
| Serial Number: | 78836323 | TONECLOTH |
| Serial Number: | 78903806 | G GIARDINELLI |
| Serial Number: | 78903730 | G GIARDINELLI |
| Serial Number: | 78909011 | GIARDINELLI |

| | | |
|----------------|----------|----------------------|
| Serial Number: | 78688749 | GUITARATHON |
| Serial Number: | 78699013 | KING OF THE BLUES |
| Serial Number: | 78460370 | LIVE WIRE SOLUTIONS |
| Serial Number: | 78799311 | MUSIC & ARTS CENTERS |
| Serial Number: | 78711341 | SIMMONS |
| Serial Number: | 78756094 | STICK BRICK |

CORRESPONDENCE DATA

Fax Number: (650)251-5002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-251-5117
Email: jnull@stblaw.com
Correspondent Name: Marcela Robledo
Address Line 1: 2550 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 509265/1359 |
| NAME OF SUBMITTER: | J. Jason Mull |
| Signature: | /J. Jason Mull/ |
| Date: | 10/23/2007 |

Total Attachments: 9
source=Guitar Center ABL TM#page1.tif
source=Guitar Center ABL TM#page2.tif
source=Guitar Center ABL TM#page3.tif
source=Guitar Center ABL TM#page4.tif
source=Guitar Center ABL TM#page5.tif
source=Guitar Center ABL TM#page6.tif
source=Guitar Center ABL TM#page7.tif
source=Guitar Center ABL TM#page8.tif
source=Guitar Center ABL TM#page9.tif

NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (“Agreement”), effective as of October 9, 2007 (“Notice”) is made by Guitar Center, Inc., a Delaware Corporation, (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., 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.

WITNESSETH:

WHEREAS, Grantor is a party to a Security Agreement, dated as of October 9, 2007, by and among the Borrowers, the Facility Guarantors and JPMorgan Chase Bank, N.A., 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”):

(i) 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");

(ii) 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");

(iii) 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;

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

(v) 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.

GRANTOR:

GUITAR CENTER, INC.

By: 
Name: Leland Smith
Title: Executive VP of Corporate Development,
General Counsel and Secretary

IP

TRADEMARK
REEL: 003644 FRAME: 0434

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: THK
Name: Thomas H. Kozlark
Title: Executive Director

[Signature Page - ABL Short Form IP Security Agreement]

EXHIBIT A

U.S. Trademark Registrations and Applications

| <u>Trademark</u> | <u>Status</u> | <u>App/Reg. No.</u> | <u>App/Reg. Date</u> |
|---|---------------|---------------------|----------------------|
| Acoustic | Registered | 2,294,166 | 11/23/1999 |
| Acoustic | Registered | 2,309,450 | 1/19/2000 |
| Acoustic | Registered | 2,309,451 | 1/18/2000 |
| Acoustic | Registered | 2,312,001 | 1/25/2000 |
| Acoustic | Registered | 2,312,002 | 1/25/2000 |
| Acoustic | Registered | 2,326,378 | 3/7/2000 |
| Acoustic | Registered | 2,470,898 | 7/24/2001 |
| Acoustic | Registered | 2,519,142 | 12/18/2001 |
| Acoustic | Registered | 2,580,641 | 6/18/2002 |
| Acoustic Control | Registered | 2,360,974 | 6/27/2000 |
| American Music | Registered | 1,671,712 | 1/14/1992 |
| American Music | Registered | 1,684,766 | 4/28/1992 |
| American Music | Registered | 1,685,628 | 5/5/1992 |
| American Music (Design only - star and background) | Registered | 1,671,713 | 1/14/1992 |
| American Student Rental | Registered | 2,866,155 | 7/27/2004 |
| Black Label | Registered | 3,141,551 | 9/12/2006 |
| Digital Reference | Registered | 2,307,875 | 1/11/2000 |
| Dr Pro | Registered | 3,296,826 | 9/25/2007 |
| Find your Voice | Registered | 3,068,209 | 3/14/2006 |
| FretRest | Registered | 2,884,873 | 9/14/2004 |
| G Giardinelli (new logo) (design mark/use in commerce) | Registered | 3,202,210 | 1/23/2007 |
| G Giardinelli (new logo) (design mark/use in commerce) | Registered | 3,213,513 | 2/27/2007 |
| Giardinelli (old logo) (design mark/use in commerce) | Registered | 3,227,898 | 4/10/2007 |
| Guitar Center | Registered | 2,280,874 | 9/28/1999 |
| Guitar Center & Design (Disclaimer of "Guitar Center" apart from mark) | Registered | 1,290,481 | 8/14/1984 |
| Guitar Center & Design (No Disclaimer of "Guitar Center" apart from mark) | Registered | 2,085,508 | 8/5/1997 |
| Guitar Center's Drum Off | Registered | 2,810,188 | 2/3/2004 |
| Guitar Center's Spinoff | Registered | 2,810,186 | 2/3/2004 |
| Guitar drawing only | Registered | 3,053,666 | 1/31/2006 |
| Guitarathon | Registered | 3,212,416 | 2/27/2007 |

| <u>Trademark</u> | <u>Status</u> | <u>App/Reg. No.</u> | <u>App/Reg. Date</u> |
|---|---------------|---------------------|----------------------|
| King of the Blues | Registered | 3,269,834 | 7/24/2007 |
| Live Wire | Registered | 2,831,584 | 4/13/2004 |
| Live Wire Solutions | Registered | 3,234,366 | 4/24/2007 |
| Mitchell | Registered | 3,129,275 | 8/15/2006 |
| Music & Arts Centers | Registered | 2,868,579 | 8/3/2004 |
| Music & Arts Centers | Registered | 3,257,948 | 7/3/2007 |
| Music & Arts Centers (design mark) | Registered | 2,866,149 | 7/27/2004 |
| Palomino | Registered | 3,163,884 | 10/24/2006 |
| Proline | Registered | 2,912,130 | 12/21/2004 |
| Roadrunner | Registered | 3,159,452 | 10/17/2006 |
| Rock Walk | Registered | 1,576,899 | 1/9/1990 |
| Simmons | Registered | 3,246,321 | 5/29/2007 |
| Sound Percussion | Registered | 3,041,383 | 1/10/2006 |
| SP Sound Percussion and design | Registered | 2,932,518 | 3/15/2005 |
| Spectral | Registered | 3,093,672 | 5/16/2006 |
| Stick Brick | Registered | 3,248,576 | 5/29/2007 |
| The List | Registered | 3,111,814 | 7/4/2006 |
| The Musician's Choice | Registered | 1,946,542 | 1/9/1996 |
| W Williams | Registered | 2,996,547 | 9/20/2005 |
| Agazarian | Pending | 77/117,514 | 2/27/2007 |
| Band Gear | Pending | 77/207,548 | 6/15/2007 |
| Crumar | Pending | 78/890,400 | 5/23/2006 |
| Delta Labs | Pending | 78/890,433 | 5/23/2006 |
| DeltaLabs (logo) | Pending | 77/251,498 | 8/9/2007 |
| Drum Pads | Pending | 77/262,983 | 8/23/2007 |
| Earth III | Pending | 77/153,729 | 4/11/2007 |
| EssentialsPak | Pending | 78/543,269 | 1/6/2005 |
| Etude | Pending | 77/253,547 | 8/13/2007 |
| Gain | Pending | 77/117,702 | 2/27/2007 |
| Gaincentral | Pending | 77/119,436 | 3/1/2007 |
| GC Studios | Pending | 77/181,835 | 5/15/2007 |
| Giardinelli (word mark) (use in commerce) | Pending | 78/903,660 | 6/8/2006 |
| Giardinelli (work mark) (intent to use basis) | Pending | 78/893,172 | 5/25/2006 |
| Harbinger | Pending | 78/903,541 | 6/8/2006 |
| Independence | Pending | 77/080,663 | 1/11/2007 |

| <u>Trademark</u> | <u>Status</u> | <u>App/Reg. No.</u> | <u>App/Reg. Date</u> |
|---|---------------|---------------------|----------------------|
| Laguna | Pending | 77/117,443 | 2/27/2007 |
| Lucero | Pending | 78/674,347 | 7/20/2005 |
| Make Noise | Pending | 77/144,052 | 3/29/2007 |
| Multivox | Pending | 78/890,414 | 5/23/2006 |
| Music & Arts (horizontal) | Pending | 77/144,164 | 3/29/2007 |
| Music & Arts (vertical) | Pending | 77/145,665 | 4/1/2007 |
| Music & Arts Center (new logo - horizontal) | Pending | 77/081,037 | 1/11/2007 |
| Music & Arts Center (new logo - vertical) | Pending | 77/081,222 | 1/11/2007 |
| Ocean | Pending | 78/928,970 | 7/13/2006 |
| Otto Benjamin | Pending | 77/080,228 | 1/10/2007 |
| Polaris | Pending | 78/889,870 | 5/23/2006 |
| Raven | Pending | 77/117,494 | 2/27/2007 |
| Road Kill | Pending | 78/797,151 | 1/23/2006 |
| Rocketeer | Pending | 78/741,134 | 10/26/2005 |
| Simmons (logo) | Pending | 77/059,144 | 12/7/2006 |
| Socal Drums | Pending | 77/117,473 | 2/27/2007 |
| SP Sound Percussion and design | Pending | 78/663,615 | 7/5/2005 |
| Sterling Audio (logo design) | Pending | 78/785,088 | 1/4/2006 |
| Sterling Audio (standard characters) | Pending | 78/650,328 | 6/14/2005 |
| Sticks & Stones | Pending | 77/099,900 | 2/6/2007 |
| Strobel | Pending | 77/080,276 | 1/10/2007 |
| Studio Master | Pending | 78/890,454 | 5/23/2006 |
| Tangent | Pending | 78/890,481 | 5/23/2006 |
| Tantrum | Pending | 78/889,858 | 5/23/2006 |
| Tonecloth | Pending | 78/836,323 | 3/14/2006 |

EXHIBIT B

United States Patents and Patent Applications

None.