

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
KMC Music, Inc. (f/k/a Kaman Music Corporation)		04/03/2013	CORPORATION: CONNECTICUT

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 105**

Property Type	Number	Word Mark
Registration Number:	1113570	AFUCHE
Registration Number:	878231	BALLADEER
Registration Number:	1120473	BLACK BEAUTY COWBELL
Registration Number:	2483734	CALIENTE
Registration Number:	1530807	CALIFORNIAN
Registration Number:	1529646	CHAPARRAL
Registration Number:	1116015	CONSERVARTE
Registration Number:	2961161	COOL TUBE
Registration Number:	2552690	CYCLOPS
Registration Number:	3002333	EL DIABLO 100
Registration Number:	1671709	GENERATION II
Registration Number:	2444055	GENZ BENZ
Registration Number:	2877569	GIOVANNI COMPACT CONGA
Registration Number:	1195669	HAMER

CH \$2640.00 1113570

**TRADEMARK**

Registration Number:	3758615	IDEA
Registration Number:	1539279	J.BALATON
Serial Number:	85784865	JASMINE
Registration Number:	4254215	KMC MUSIC
Registration Number:	2446311	KMCONLINE
Registration Number:	3602405	LAUREN
Registration Number:	1504813	LAUREN
Registration Number:	2389513	LEGEND
Registration Number:	2386372	LP ASPIRE
Registration Number:	880477	LATIN PERCUSSION LP
Registration Number:	2329912	LP MUSIC COLLECTION
Registration Number:	2776652	LP PERFORMER SERIES
Registration Number:	2557301	LP RHYTHMIX
Registration Number:	871785	LYRACHORD
Registration Number:	1521748	MATRIX
Registration Number:	1800643	MBT
Registration Number:	2857098	
Registration Number:	2857097	
Registration Number:	2856062	
Registration Number:	2885454	
Registration Number:	1138359	
Registration Number:	2928413	
Registration Number:	887422	
Registration Number:	2707903	MONACO
Registration Number:	2677524	MULTI-GUIRO
Registration Number:	444363	NATIONAL
Registration Number:	2698654	ONE SHOT
Registration Number:	2573677	OVATION
Registration Number:	1241104	P PERCUSSION PLUS
Registration Number:	4189062	PALATHETIC
Registration Number:	2547014	RIDGE RIDER
Registration Number:	2893182	ROUNDBACK
Registration Number:	1228824	ROUNDBACK
Registration Number:	1497645	SALSA
Registration Number:	2908623	SHENANDOAH

	3674286	SHENANDOAH COMPAK
Registration Number:	1554463	STAGELINE
Registration Number:	4017122	STREAMLINER
Registration Number:	1205243	THE CLAW
Registration Number:	1559764	THUNDERBOLT
Registration Number:	2584704	TOCA
Registration Number:	1290930	ULTRA
Registration Number:	3169991	VIBRATO AE
Registration Number:	2552689	WORLD BEAT
Registration Number:	2989311	WORLD BEAT LP
Registration Number:	887812	OVATION
Registration Number:	905799	
Registration Number:	1913090	BARCUS-BERRY
Registration Number:	2145379	MATCHMAKER
Registration Number:	1513522	J.B. PLAYER
Registration Number:	1512621	PROFESSIONAL SERIES
Registration Number:	2805895	TRANZAMP
Registration Number:	3145443	ADAM
Registration Number:	1331974	ADAMAS
Registration Number:	2003214	AMIGO
Registration Number:	2038980	ANGEL
Registration Number:	1017964	APPLAUSE
Registration Number:	744515	BRUNO
Registration Number:	1347668	CELEBRITY
Registration Number:	1475867	COMFORT CURVE
Registration Number:	1235223	CRUISEBASS
Registration Number:	1272634	ELITE
Registration Number:	2199133	GALAXY
Registration Number:	3642482	GIBRALTAR
Registration Number:	1264036	LOTUS
Registration Number:	3254078	LP
Registration Number:	1292158	LP
Registration Number:	1868204	MATADOR
Registration Number:	1253739	
Registration Number:	1788088	

	1841794	
Registration Number:	992534	
Registration Number:	1914823	
Registration Number:	1468980	
Registration Number:	1919605	MOUNT-ALL
Registration Number:	2142439	MUSICORP
Registration Number:	956751	NATIONAL
Registration Number:	1786702	OVATION
Registration Number:	839996	OVATION
Registration Number:	1844345	PATATO
Registration Number:	3269546	REALM
Registration Number:	3146241	REGIMENT
Registration Number:	1799282	SANTA FE
Registration Number:	1370070	SLAMMER
Registration Number:	1013882	TAKAMINE
Registration Number:	955765	VIBRA-SLAP
Registration Number:	1980050	VIBRA-TONE
Registration Number:	2628030	TRUST THE LEADER
Registration Number:	1833790	WORLD BEAT PERCUSSION
Registration Number:	1218357	SOMETHING VERY SPECIAL
Registration Number:	1044104	TAKAMINE

**CORRESPONDENCE DATA**

Fax Number: 2124552502

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (212) 455-2292

Email: ksolomon@stblaw.com

Correspondent Name: Zara Ohiorhenuan, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1329
NAME OF SUBMITTER:	Zara Ohiorhenuan
Signature:	/zo/
Date:	05/17/2013

**TRADEMARK**

**REEL: 005029 FRAME: 0384**

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 3, 2013 is made by KMC MUSIC, INC. (F/K/A KAMAN MUSIC CORPORATION), a Connecticut corporation, located at 55 Griffin Road South, Bloomfield, CT 06002 (in such capacity, 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 Term Facility Credit Agreement, dated as of June 7, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FENDER MUSICAL INSTRUMENTS CORPORATION ("Borrower"), the Lenders and the Agent.

### W I T N E S S E T H:

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 June 7, 2007, 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 Lenders 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 Lenders, 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 Lenders 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 Lenders 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 Lenders 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 Lenders 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 this \_\_\_\_ day of April, 2013.

KMC MUSIC, INC. (F/K/A KAMAN MUSIC CORPORATION)  
as Grantor



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

Name: James Broenen

Title: Chief Financial Officer and Senior Vice President

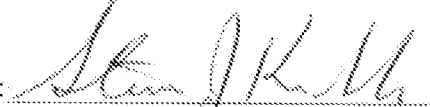
Signature Page to Grant in Security Interest in Trademark Rights (Term Facility)

**TRADEMARK**  
**REEL: 005029 FRAME: 0388**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 3<sup>rd</sup> day of April, 2013.

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


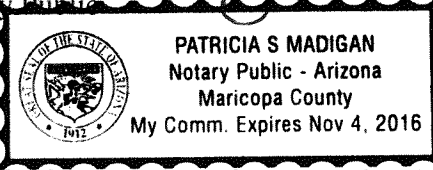
By:   
Name: Steven A. Karpas  
Title: Senior Vice President

Signature Page to KMC Grant in Security Interest in Trademark Rights (Term Facility)

ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA )  
 ) SS  
COUNTY OF MARICOPA )

On the 29th day of March, 2013, before me personally came James Broenen, who is personally known to me to be the Chief Financial Officer and Senior Vice President of KMC Music, Inc. (f/k/a Kaman Music Corporation), a Connecticut corporation; who, being duly sworn, did depose and say that he is the Chief Financial Officer and Senior Vice President of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public  
  
(PLACE STAMP AND SEAL ABOVE)


Acknowledgment Page to Grant in Security Interest in Trademark Rights (Term Facility)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Arizona )  
 ) ss  
COUNTY OF Maricopa )

On the 3<sup>rd</sup> day of April, 2013 before me personally came Sam J. Krakoski, who is personally known to me to be the Authorized Officer of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Sr in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Sylvia Cano  
Notary Public

	SYLVIA CANO NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Commission Expires September 30, 2016
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(PLACE STAMP AND SEAL ABOVE)

Acknowledgment Page to KMC Grant in Security Interest in Trademark Rights (Term Facility)

**SCHEDULE A**

TRADEMARK REGISTRATIONS AND APPLICATIONS OWNED BY KMC MUSIC, INC.

<b><u>TITLE</u></b>	<b><u>REGISTRATION NUMBER</u></b>
AFUCHE	1113570
BALLADEEER	878231
BLACK BEAUTY COWBELL	1120473
CALIENTE	2483734
CALIFORNIAN	1530807
CHAPARRAL	1529646
CONSERVARTE	1116015
COOL TUBE	2961161
CYCLOPS	2552690
EL DIABLO 100 AND DESIGN	3002333
GENERATION II	1671709
GENZ BENZ	2444055
GIOVANNI COMPACT CONGA	2877569
HAMER	1195669
IDEA	3758615
J. BALATON	1539279
JASMINE	85/784865
KMC MUSIC	4254215
KMCONLINE	2446311
LAUREN	3602405
LAUREN	1504813
LEGEND	2389513
LP ASPIRE	2386372
LATIN PERCUSSION LP	880477
LP MUSIC COLLECTION AND DESIGN	2329912
LP PERFORMER SERIES	2776652
LP RYTHMIX AND DESIGN	2557301
LYRACHORD	871785
MATRIX	1521748
MBT	1800643
DESIGN ONLY	2857098
DESIGN ONLY	2857097
DESIGN ONLY	2856062
DESIGN ONLY	2885454

<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
DESIGN ONLY	1138359
DESIGN ONLY	2928413
DESIGN ONLY	887422
MONACO	2707903
MULTI-GUIRO	2677524
NATIONAL	444363
ONE SHOT	2698654
OVATION	2573677
P PERCUSSION PLUS	1241104
PALATHETIC	4189062
RIDGE RIDER	2547014
ROUNDBACK	2893182
ROUNDBACK	1228824
SALSA	1497645
SHENANDOAH	2908623
SHENANDOAH COMPAK	3674286
STAGELINE	1554463
STREAMLINER	4017122
THE CLAW	1205243
THUNDERBOLT	1559764
TOCA	2584704
ULTRA	1290930
VIBRATO AE	3169991
WORLD BEAT	2552689
WORLD BEAT LP AND DESIGN	2989311
OVATION AND DESIGN	887812
DESIGN ONLY	905799
BARCUS BERRY	1913090
MATCHMAKER	2145379
J.B. PLAYER	1513522
PROFESSIONAL SERIES	1512621
TRANZAMP	2805895

## U.S. Trademark Applications and Registrations Owned by Kaman Music Corporation

<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
ADAM	3145443
ADAMAS	1331974
AMIGO	2003214
ANGEL AND SESIGN	2038980
APPLAUSE	1017964
BRUNO	744515
CELEBRITY	1347668
COMFORT CURVE	1475867
CRUISEBASS	1235223
ELITE	1272634
GALAXY	2199133
GIBRALTAR	3642482
LOTUS	1264036
LP	3254078
LP AND DESIGN	1292158
MATADOR	1868204
DESIGN ONLY	1253739
DESIGN ONLY	1788088
DESIGN ONLY	1841794
DESIGN ONLY	992534
DESIGN ONLY	1914823
DESIGN ONLY	1468980
MOUNT-ALL	1919605
MUSICORP	2142439
NATIONAL	956751
OVATION	1786702
OVATION AND DESIGN	839996
PATATO	1844345
REALM	3269546
REGIMENT	3146241
SANTA FE	1799282
SLAMMER	1370070
TAKAMINE	1013882
VIBRA-SLAP AND DESIGN	955765
VIBRA-TONE	1980050

<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
TRUST THE LEADER	2628030
WORLD BEAT PERCUSSION AND DESIGN	1833790
SOMETHING VERY SPECIAL	1218357

U.S. Trademark Registrations Jointly Owned by Kaman Music Corporation and Takamine Gakki Co., Ltd.

<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
TAKAMINE	1044104