

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)		05/16/2013	CORPORATION: CONNECTICUT

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 Association: UNITED STATES

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Serial Number:	85784865	JASMINE
Registration Number:	1113570	AFUCHE
Registration Number:	0878231	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

TRADEMARK

Registration Number:	1195669	HAMER
Registration Number:	3758615	IDEA
Registration Number:	1539279	J.BALATON
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:	0880477	LATIN PERCUSSION LP
Registration Number:	2329912	LP MUSIC COLLECTION
Registration Number:	2776652	LP PERFORMER SERIES
Registration Number:	2557301	LP RHYTHMIX
Registration Number:	0871785	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:	0887422	
Registration Number:	2707903	MONACO
Registration Number:	2677524	MULTI-GUIRO
Registration Number:	0444363	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:	0887812	OVATION
Registration Number:	0905799	
Registration Number:	1913090	BARCUS-BERRY
Registration Number:	2145379	MATCHMAKER
Registration Number:	1513522	J.B. PLAYER
Registration Number:	1512621	PROFESSIONAL SERIES
Registration Number:	2805895	TRANZAMP

CORRESPONDENCE DATA

Fax Number: 2027393001
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-05/0461
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	05/22/2013

Total Attachments: 7
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TRADEMARK
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 16, 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 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Administrative Agent") for Lenders party to the Amended and Restated Revolving Facility Credit Agreement, dated as of May 14, 2013 (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, the Borrower and the Agent, together with the lenders and other agent party thereto, entered into to that certain Revolving Facility Credit Agreement, dated as of June 7, 2007 (as amended or otherwise modified through the date hereof, the "Existing Revolving Facility Agreement");

WHEREAS, the Borrower and the Revolving Facility Agent are parties, together with the Lenders party thereto, to the Credit Agreement, which amends and restates the Existing Revolving Facility Agreement;

WHEREAS, in connection with the Existing Credit Agreement, the Grantor and certain other parties executed and delivered that certain 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.

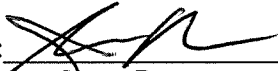
SECTION 4 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and 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 16 day of May, 2013.

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

By: 
Name: James Broenen
Title: Chief Financial Officer and Senior Vice President

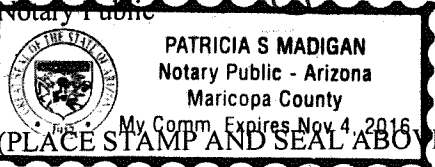
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: _____
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On the 16 day of MAY, 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 in such corporation, the corporation 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 corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

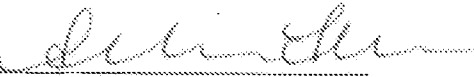
Patricia S Madigan
Notary Public

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 16th day of May, 2013.

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

By: _____
Name: James Broenen
Title: Chief Financial Officer and Senior Vice President

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

By:  _____
Name: Annaliese Fisher
Title: Authorized Officer

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
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
DESIGN ONLY	1138359
DESIGN ONLY	2928413

<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
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
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MATCHMAKER	2145379
J.B. PLAYER	1513522
PROFESSIONAL SERIES	1512621
TRANZAMP	2805895

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