

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
FENDER MUSICAL INSTRUMENTS CORPORATION		05/16/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	3 Park Plaza
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 97**

Property Type	Number	Word Mark
Serial Number:	73198685	
Serial Number:	77391599	
Serial Number:	77388173	
Serial Number:	75267362	
Serial Number:	75126577	
Serial Number:	73070670	
Serial Number:	73070669	
Serial Number:	74427898	WORKINGMAN'S
Serial Number:	72314322	VIBROLUX
Serial Number:	74390489	VIBRO-KING
Serial Number:	72314323	VIBRO CHAMP
Serial Number:	72450580	TWIN REVERB
Serial Number:	74350635	TONE MASTER
Serial Number:	77084992	THE SPIRIT OF ROCK-N-ROLL

**TRADEMARK**

Serial Number:	78127380	THE SPIRIT OF ROCK-N-ROLL
Serial Number:	72314199	TELECASTER
Serial Number:	77196707	TELECASTER
Serial Number:	77084981	TELECASTER
Serial Number:	73091722	TELE
Serial Number:	75893474	SWR
Serial Number:	75893473	SWR
Serial Number:	73067291	SUPER REVERB
Serial Number:	73048297	SUPER BULLETS
Serial Number:	73666403	SUNN
Serial Number:	72268240	SUNN
Serial Number:	77196666	STRATOCASTER
Serial Number:	77084972	STRATOCASTER
Serial Number:	78872033	STARCASTER
Serial Number:	78189245	STARCASTER
Serial Number:	85481811	SQUIER
Serial Number:	73411484	SQUIER
Serial Number:	78083377	SPARKLE-TONE
Serial Number:	73478862	SIDEKICK
Serial Number:	75376147	SFX
Serial Number:	77647452	ROAD WORN
Serial Number:	74632723	RELIC
Serial Number:	72314321	PRINCETON
Serial Number:	72314187	PRECISION BASS
Serial Number:	77771779	PASSPORT
Serial Number:	75247285	PASSPORT
Serial Number:	73091720	P BASS
Serial Number:	76262752	MR. GEARHEAD
Serial Number:	76087504	MO'BASS
Serial Number:	77015321	K&F
Serial Number:	72314134	JAZZ BASS
Serial Number:	77196908	JAZZ BASS
Serial Number:	75000050	JAG-STANG
Serial Number:	73163650	J BASS
Serial Number:	73198684	GUILD

	72443437	GUILD
Serial Number:	78484258	G-DEC
Serial Number:	73198683	G
Serial Number:	75100259	FRONTMAN
Serial Number:	85481682	FENDER
Serial Number:	85375417	FENDER
Serial Number:	85375401	FENDER
Serial Number:	85375387	FENDER
Serial Number:	77196985	FENDER
Serial Number:	77084964	FENDER
Serial Number:	77084933	FENDER
Serial Number:	77084921	FENDER
Serial Number:	78458293	FENDER
Serial Number:	75977990	FENDER
Serial Number:	74481064	FENDER
Serial Number:	74165052	FENDER
Serial Number:	73393653	FENDER
Serial Number:	72225092	FENDER
Serial Number:	74427895	FEELING IS BELIEVING
Serial Number:	74523697	F
Serial Number:	74328209	F
Serial Number:	74328205	F
Serial Number:	78107470	ESQUIRE
Serial Number:	78189254	DURA-TONE
Serial Number:	72314320	DUAL SHOWMAN
Serial Number:	73067288	DELUXE REVERB
Serial Number:	75853648	DEARMOND
Serial Number:	78061806	CYBER-DELUXE
Serial Number:	72314204	CHAMP
Serial Number:	74438540	BULLET
Serial Number:	73333186	BULLET
Serial Number:	78707444	B-DEC
Serial Number:	85164492	BASSMAN
Serial Number:	72270190	BASSMAN
Serial Number:	77377279	BAND-MASTER

	75000051	JAGUAR
Serial Number:	76010261	JAZZMASTER
Serial Number:	72270189	SHOWMAN
Serial Number:	76339159	SHOWMASTER
Serial Number:	73091721	STRAT
Serial Number:	72270186	STRATOCASTER
Serial Number:	75000052	MUSTANG
Serial Number:	78158771	NOCASTER
Serial Number:	72225091	FENDER
Serial Number:	85818769	FENDER
Serial Number:	85818068	FENDER
Serial Number:	85896707	FENDER
Serial Number:	77196975	PRECISION BASS

**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. Attn: TMSU  
Address Line 2: Morgan, Lewis & Bockius LLP  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0461
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	06/25/2013

Total Attachments: 11  
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AMENDED AND RESTATED  
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 16, 2013 is made by FENDER MUSICAL INSTRUMENTS CORPORATION, a Delaware corporation, located at 17600 N. Perimeter Drive, Suite 100, Scottsdale, AZ 85255 (in such capacity, 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);

WHEREAS, the Grantor and the Agent are parties to that certain Grant of Security Interest in Trademark Rights, dated as of June 7, 2007 and recorded by the United States Patent and Trademark Office (as amended, supplemented or otherwise modified from time to time, the "Existing Trademark Security Agreement") and are executing this Agreement to amend and restate the Existing Trademark Security Agreement; 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.

SECTION 6 Amendment and Restatement. The parties hereto hereby acknowledge and agree that this Agreement shall constitute an amendment and restatement of the Existing Trademark Security Agreement and intend that neither this Agreement nor the Credit Agreement shall constitute a novation or termination of the Existing Trademark Security Agreement and all security interests previously created and/or perfected by or under the Existing Trademark Security Agreement (including any supplements thereto) shall be in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Existing Trademark Security Agreement.

*[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 10 day of May, 2013.

FENDER MUSICAL INSTRUMENTS CORPORATION,  
as Grantor

By: 

Name: James Broenen

Title: Chief Financial Officer

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

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

Name:

Title:

[Signature Page to Amended and Restated Trademark Security Agreement – Fender Musical  
Instruments Corporation]

**TRADEMARK**  
**REEL: 005055 FRAME: 0779**



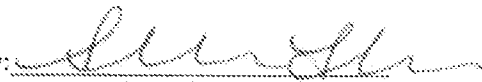


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 16<sup>th</sup> day of May, 2013.

FENDER MUSICAL INSTRUMENTS  
CORPORATION, as Grantor

By: \_\_\_\_\_  
Name: James Broenen  
Title: Chief Financial Officer

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

By:   
Name: Annaliese Fisher  
Title: Authorized Officer

[Signature Page to Amended and Restated Trademark Security Agreement -- Fender Musical  
Instruments Corporation]

**TRADEMARK**  
**REEL: 005055 FRAME: 0781**

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Serial No. Registration No.</b>
GUILD (DESIGN ONLY)	73/198685 1,132,166
HEADSTOCK (NARROW STRATOCASTER) DESIGN ONLY	77/391599 3,488,514
HEADSTOCK (NARROW STRATOCASTER) DESIGN ONLY	77/388173 3,488,511
HEADSTOCK (NARROW STRATOCASTER) DESIGN ONLY	75/267362 2,163,733
HEADSTOCK (GUILD) DESIGN ONLY	75/126577 2,200,878
HEADSTOCK (TELECASTER) DESIGN ONLY	73/070670 1,148,870
HEADSTOCK (WIDE STRATOCASTER) DESIGN ONLY	73/070669 1,148,869
WORKINGMAN'S	74/427898 1,896,855
VIBROLUX	72/314322 899,104
VIBRO/KING	74/390489 1,819,804
VIBRO CHAMP	72/314323 899,105
TWIN REVERB	72/450580 998,105
TONE MASTER	74/350635 1,836,097

THE SPIRIT OF ROCK-N-ROLL	77/084992 3,873,695
THE SPIRIT OF ROCK/N/ROLL	78/127380 2,774,155
TELECASTER	72/314199 871,794
TELECASTER	77/196707 3,415,433
TELECASTER	77/084981 3,873,694
TELE	73/091722 1,058,386
SWR	75/893474 2,417,539
SWR AND DESIGN	75/893473 2,417,538
SUPER REVERB	73/067291 1,113,463
SUPER BULLETS	73/048297 1,025,208
SUNN	73/666403 1,475,757
SUNN AND DESIGN	72/268240 859,230
STRATOCASTER	77/196666 3,412,528
STRATOCASTER	77/084972 3,873,693
STARCASTER	78/872033 3,420,498
STARCASTER	78/189245 2,846,744
SQUIER	85/481811

SQUIER	73/411484 1,304,958
SPARKLE-TONE	78/083377 2,681,945
SIDEKICK	73/478862 1,376,951
SFX	75/376147 2,364,960
ROAD WORN	77/647452 3,934,903
RELIC	74/632723 2,011,032
PRINCETON	72/314321 899,103
PRECISION BASS	72/314187 884,159
PRECISION BASS	77/196975 3,415,437
PASSPORT	77/771779 3,744,616
PASSPORT AND DESIGN	75/247285 2,226,635
P BASS	73/091720 1,062,732
MR. GEARHEAD	76/262752 2,671,338
MO'BASS	76/087504 2,632,705
K&F AND DESIGN	77/015321 3,450,068
JAZZ BASS	72/314134 882,884
JAZZ BASS	77/196908 3,415,436

JAG-STANG	75/000050 1,999,897
J BASS	73/163650 1,123,677
GUILD (STYLIZED)	73/198684 1,132,165
GUILD	72/443437 1,027,631
G-DEC	78/484258 3,011,435
G AND DESIGN	73/198683 1,139,582
FRONTMAN	75/100259 2,164,470
FENDER	85/481682 4,302,401
FENDER	85/375417 4,151,706
FENDER	85/375401 4,151,704
FENDER	85/375387 4,151,702
FENDER	77/196985 3,419,612
FENDER (STYLIZED)	77/084964 3,873,692
FENDER (STYLIZED)	77/084933 3,873,691
FENDER	77/084921 3,873,690
FENDER	78/458293 3,060,024
FENDER (STYLIZED)	75/977990 2,237,850

FENDER (STYLIZED)	74/481064 2,385,810
FENDER (STYLIZED)	74/165052 1,715,905
FENDER (STYLIZED)	73/393653 1,256,824
FENDER (THICK SCRIPT)	72/225092 805,510
FEELING IS BELIEVING	74/427895 1,837,785
F (THICK SCRIPT)	74/523697 2,144,833
F (THICK SCRIPT)	74/328209 1,864,250
F (THIN SCRIPT)	74/328205 1,864,249
ESQUIRE	78/107470 2,635,525
DURA/TONE	78/189254 2,851,987
DUAL SHOWMAN	72/314320 893,606
DELUXE REVERB	73/067288 1,092,692
DEARMOND	75/853648 2,400,057
CYBER-DELUXE	78/061806 2,673,287
CHAMP	72/314204 902,917
BULLET	74/438540 1,883,386
BULLET	73/333186 1,208,182

B-DEC	78/707444 3,204,640
BASSMAN	85/164492 4,094,478
BASSMAN	72/270190 841,570
BAND/MASTER	77/377279 3,596,185
JAGUAR	75/000051 1,999,898
JAZZMASTER	76/010261 2348508
SHOWMAN	72/270189 840,360
SHOWMASTER	76/339159 2,609,761
STRAT	73/091721 1,058,385
STRATOCASTER	72/270186 839,997
MUSTANG	75/000052 1,998,339
NOCASTER	78/158771 2,727,355
FENDER	72/225091 805.075
FENDER	85/818769
FENDER	85/818068
FENDER	85/896707
FENDER	2013-25687
SQUIER	2013-25686

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