

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301740

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights-ABL Loan

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/02/2014	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Guitar Center, Inc.
Street Address:	5795 Lindero Canyon Road
City:	Westlake Village
State/Country:	CALIFORNIA
Postal Code:	91362
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4016333	KEEP THE MUSIC ALIVE
Registration Number:	4078113	
Registration Number:	4078114	PASSTHEMUSICON
Registration Number:	4078115	
Registration Number:	4078116	PASSTHEMUSICON
Registration Number:	4129605	VOLTA
Registration Number:	4083154	THE RECORDING EXPERIENCE
Registration Number:	4123103	RAPID RENTALS
Registration Number:	4083283	GC PRO
Registration Number:	4137160	AUDIO SOLUTIONS
Registration Number:	4083286	GC PRO

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) 455-7803

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Correspondent Name: Jodie Sopher Pimentel, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

TRADEMARK

Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1359

NAME OF SUBMITTER: Jodie Sopher Pimentel

SIGNATURE: /jsp/

DATE SIGNED: 04/16/2014

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS – ABL LOAN**

TERMINATION AND RELEASE dated as of April 2, 2014, from JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Collateral Agent (the “Agent”) to Guitar Center, Inc., a Delaware corporation, located at 5795 Lindero Canyon Road, Westlake Village, California 91362 (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of October 9, 2007, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), a security interest (the “Security Interest”) was granted by the Grantor and certain affiliates of the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Notice of Security Interest in Trademarks and Patents, between the Agent and Grantor dated October 17, 2011 (the “Notice”), Grantor, by reference to the Security Agreement, confirmed the grant of the Security Interest to the Agent specifically in certain Trademark and Patent Collateral;

WHEREAS, the Notice was recorded in the United States Patent and Trademark Office on October 26, 2011 at Reel 4649 and Frame 0122; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark and Patent Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark and Patent Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term “Trademark Collateral,” as used herein, shall mean all of the Grantor’s right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto. The term “Trademarks” shall have the meaning provided by reference in the Security Agreement and Notice.

2. Release of Security Interest. In accordance with Section 5 of the Notice, the Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, without recourse, representation or warranty, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. Upon the reasonable request of the Grantor, and at the Grantor’s sole cost and expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: Lauren Baker
Name: Lauren Baker
Title: Vice President

Schedule A

TRADEMARKS

TITLE	REG. NO./ APP. NO.	CURRENT OWNER
KEEP THE MUSIC ALIVE	4016333	Guitar Center, Inc.
DESIGN ONLY	4078113	Guitar Center, Inc.
PASSTHEMUSICON	4078114	Guitar Center, Inc.
DESIGN ONLY	4078115	Guitar Center, Inc.
PASSTHEMUSICON	4078116	Guitar Center, Inc.
VOLTA	4129605	Guitar Center, Inc.
THE RECORDING EXPERIENCE	4083154	Guitar Center, Inc.
RAPID RENTALS	4123103	Guitar Center, Inc.
GC PRO	4083283	Guitar Center, Inc.
AUDIO SOLUTIONS	4137160	Guitar Center, Inc.
GCPRO	4083286	Guitar Center, Inc.