# CH \$740.00 191309

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM331449

| SUBMISSION TYPE:      | NEW ASSIGNMENT   |
|-----------------------|--|
| NATURE OF CONVEYANCE: | Partial Release of Grant of Security Interest in Trademark Rights recorded at Reel 5032/Frame 0558 |

#### **CONVEYING PARTY DATA**

| Name                      | Formerly | Execution Date | Entity Type                                    |
|---------------------------|----------|----------------|--|
| JPMorgan Chase Bank, N.A. |          | 02/06/2015     | National Banking Association:<br>UNITED STATES |

#### **RECEIVING PARTY DATA**

| Name:           | KMC Music, Inc. (f/k/a Kaman Music Corporation) |  |
|-----------------|---|--|
| Street Address: | 55 Griffin Road South                           |  |
| City:           | Bloomfield                                      |  |
| State/Country:  | CONNECTICUT                                     |  |
| Postal Code:    | 06002   |  |
| Entity Type:    | CORPORATION: CONNECTICUT                        |  |

#### **PROPERTY NUMBERS Total: 29**

| Property Type        | Number  | Word Mark     |
|----------------------|---------|---------------|
| Registration Number: | 1913090 | BARCUS-BERRY  |
| Registration Number: | 1530807 | CALIFORNIAN   |
| Registration Number: | 1529646 | CHAPARRAL     |
| Registration Number: | 1116015 | CONSERVARTE   |
| Registration Number: | 3002333 | EL DIABLO 100 |
| Registration Number: | 2444055 | GENZ BENZ     |
| Registration Number: | 1195669 | HAMER         |
| Registration Number: | 4677611 | HILO          |
| Registration Number: | 1513522 | J.B. PLAYER   |
| Registration Number: | 1539279 | J.BALATON     |
| Registration Number: | 4420859 | JASMINE       |
| Registration Number: | 4254215 | KMC MUSIC     |
| Registration Number: | 2446311 | KMCONLINE     |
| Registration Number: | 3602405 | LAUREN        |
| Registration Number: | 1504813 | LAUREN        |
| Registration Number: | 2145379 | MATCHMAKER    |
| Registration Number: | 1521748 | MATRIX        |
| Registration Number: | 4491247 | MBT           |
|                      |         | TDADEMADI     |

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REEL: 005455 FRAME: 0405

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| Property Type        | Number   | Word Mark           |
|----------------------|----------|---------------------|
| Registration Number: | 1800643  | MBT                 |
| Registration Number: | 2707903  | MONACO              |
| Registration Number: | 1512621  | PROFESSIONAL SERIES |
| Serial Number:       | 86384912 | REGIMENT            |
| Registration Number: | 2908623  | SHENANDOAH          |
| Registration Number: | 3674286  | SHENANDOAH COMPAK   |
| Registration Number: | 3541066  | SHUTTLE             |
| Registration Number: | 1554463  | STAGELINE           |
| Registration Number: | 4017122  | STREAMLINER         |
| Registration Number: | 2805895  | TRANZAMP            |
| Registration Number: | 3169991  | VIBRATO AE          |

#### **CORRESPONDENCE DATA**

**Fax Number:** 9494754754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 949-451-3800

**Email:** skann@gibsondunn.com

Correspondent Name: Stephanie S. Kann, Senior Paralegal

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP Address Line 4: Irvine, CALIFORNIA 92612

| ATTORNEY DOCKET NUMBER:              | 31343-00004         |  |
|--------------------------------------|---------------------|--|
| NAME OF SUBMITTER: Stephanie S. Kann |                     |  |
| SIGNATURE:                           | /stephanie s. kann/ |  |
| DATE SIGNED:                         | 02/06/2015          |  |

#### **Total Attachments: 4**

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> TRADEMARK REEL: 005455 FRAME: 0406

# PARTIAL RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Partial Release of Grant of Security Interest in Trademark Rights (this "Partial Release") is made as of February 6, 2015, by JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent under (and as defined in) the Security Agreement referred to below (the "Secured Party") for the benefit of KMC Music, Inc. (f/k/a Kaman Music Corporation), a Connecticut corporation, located at 55 Griffin Road South, Bloomfield, Connecticut 06002, (the "Debtor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

#### WITNESSETH:

WHEREAS, the Debtor and the Secured Party are parties to that certain Grant of Security Interest in Trademark Rights dated as of May 16, 2013 (as supplemented by Supplement No. 1 to the Grant of Security Interest in Trademark Rights dated as of October 2, 2014 and as may be amended, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Secured Party for the benefit of the Secured Party and the Lenders a security interest in, among other things, certain Trademarks and Trademark Licenses, including the Trademarks set forth on Schedule I hereto (the "Released Trademarks");

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5032 and Frame 0558 on May 22, 2013 and Supplement No. 1 to the Grant of Security Interest in Trademark Rights dated as of October 2, 2014 was recorded in the United States Patent and Trademark Office at Reel 5379 and Frame 0670 on October 13, 2014; and

WHEREAS, the Debtor has requested that the Secured Party release, and the Secured Party is willing to release the entirety of, subject to the terms hereof, its security interest, and claims of security interest, in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

- 1. The Secured Party does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement to the Released Trademarks.
- 2. To the extent the Secured Party shall be deemed to have any right, title or interest in or to the Released Trademarks, the Secured Party hereby reassigns, retransfers and reconveys, without representation or warranty, any and all such right, title or interest of the Secured Party in such Released Trademarks to the Debtor.
- Trademarks and to no other collateral arising under the Security Agreement (the "Retained Collateral"). The Secured Party retains all security interests, liens, rights, titles and interests pledged and granted to the Secured Party under the Security Agreement with respect to all such Retained Collateral, and the Secured Party's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or

TRADEMARK REEL: 005455 FRAME: 0407 otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the Security Agreement shall remain in full force and effect in accordance with the provisions thereof on the date hereof.

- 4. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Debtor's sole cost and expense, as may be reasonably necessary to affect the release of the Released Trademarks contemplated hereby.
- 5. This Partial Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 6. This Partial Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Partial Release of Grant of Security Interest in Trademark Rights to be executed and delivered as of the date first written above.

JPMORGAN CHASE BANK, N.A.

By: LLL LL Name: Annaliese Ficher Title: Anthorized officer

**REEL: 005455 FRAME: 0409** 

# **SCHEDULE I – Released Trademarks**

# U.S. Trademark Registrations and Applications

| Mark                        | Application/Registration Number |
|-----------------------------|---------------------------------|
| BARCUS-BERRY                | 1913090                         |
| CALIFORNIAN                 | 1530807                         |
| CHAPARRAL                   | 1529646                         |
| CONSERVARTE (Stylized)      | 1116015                         |
| EL DIABLO 100 AND DESIGN    | 3002333                         |
| GENZ BENZ                   | 2444055                         |
| HAMER                       | 1195669                         |
| HILO                        | 4677611                         |
| J.B. PLAYER                 | 1513522                         |
| J. BALATON (Stylized)       | 1539279                         |
| JASMINE                     | 4420859                         |
| KMC MUSIC                   | 4254215                         |
| KMCONLINE                   | 2446311                         |
| LAUREN                      | 3602405                         |
| LAUREN (Stylized)           | 1504813                         |
| MATCHMAKER                  | 2145379                         |
| MATRIX                      | 1521748                         |
| MBT <sup>1</sup>            | 4491247                         |
| MBT (Stylized) <sup>1</sup> | 1800643                         |
| MONACO                      | 2707903                         |
| PROFESSIONAL SERIES         | 1512621                         |
| REGIMENT                    | 86/384912                       |
| SHENANDOAH                  | 2908623                         |
| SHENANDOAH COMPAK           | 3674286                         |
| SHUTTLE                     | 3541066                         |
| STAGELINE                   | 1554463                         |
| STREAMLINER                 | 4017122                         |
| TRANZAMP (Stylized)         | 2805895                         |
| VIBRATO AE                  | 3169991                         |

Release of the security interest in the rights to the MBT and MBT (stylized) trademarks was executed on December 22, 2014.

TRADEMARK REEL: 005455 FRAME: 0410

RECORDED: 02/06/2015