

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRUM WORKSHOP, INC. (AS GRANTOR)		11/30/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ENDEAVOUR STRUCTURED EQUITY AND MEZZANINE FUND I, L.P. (AS LEAD PURCHASER)		
Street Address:	601 WEST 5TH STREET, SUITE 700		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 105			
Property Type	Number	Word Mark	
Registration Number:	4591036	TRUE HOOP	
Registration Number:	4594569	DESIGN SERIES	
Serial Number:	86651733	DRUM WORKSHOP	
Serial Number:	86651726	DW DRUMS	
Serial Number:	86651721	DW DRUMS	
Registration Number:	1623562	DW	
Registration Number:	4828206	TRUE-PITCH 50	
Registration Number:	4684884	MDD	
Registration Number:	4684885	MACHINED DIRECT DRIVE	
Registration Number:	4802486	DW MFG U.S.A.	
Serial Number:	86422129	MDD	
Serial Number:	86422135	MACHINED DIRECT DRIVE	
Serial Number:	86667637	BLACK SHEEP BEATER	
Registration Number:	3613215	DW EDGE	
Registration Number:	3798003	EDGE SERIES	
Registration Number:	3633363		
Registration Number:	3008085	KITBUILDER	
Registration Number:	3603440	DC DRUM CHANNEL	

CH \$2640.00 4591036

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2878828	PDP
Serial Number:	86670700	TRUE-SONIC
Serial Number:	86720232	PURE OAK
Serial Number:	86720238	PURE CHERRY
Serial Number:	86720244	PURE MAPLE
Serial Number:	86720242	PURE BIRCH
Serial Number:	86738566	PURE
Registration Number:	1512623	DW 5000
Registration Number:	2113611	TRUE-PITCH
Registration Number:	2150216	
Registration Number:	2123117	THE DRUMMER'S CHOICE
Registration Number:	2296794	FAST TOM
Registration Number:	2320260	DOG BONE
Registration Number:	2303580	TIMBRE MATCH
Registration Number:	2318791	CHAIN DRIVE
Registration Number:	2332404	COLLECTOR'S SERIES
Registration Number:	2549810	TECHLOCK
Registration Number:	2549809	TRUETONE
Registration Number:	1785043	PLAY IT STRAIGHT
Registration Number:	1678622	PLAY IT STRAIGHT
Registration Number:	1762745	STICK RIM SAVER PROTECTION SS
Registration Number:	4793321	ADAM
Registration Number:	1331974	ADAMAS
Registration Number:	1113570	AFUCHE
Registration Number:	1017964	APPLAUSE
Registration Number:	0878231	BALLADEER
Registration Number:	1120473	BLACK BEAUTY COWBELL
Registration Number:	2483734	CALIENTE
Registration Number:	1347668	CELEBRITY
Registration Number:	1475867	COMFORT CURVE
Registration Number:	2552690	CYCLOPS
Registration Number:	1272634	ELITE
Registration Number:	2199133	GALAXY
Registration Number:	1671709	GENERATION II
Registration Number:	3642482	GIBRALTAR
Registration Number:	2877569	GIOVANNI COMPACT CONGA
Registration Number:	3758615	IDEA
Registration Number:	4804568	JAMKAT

Property Type	Number	Word Mark
Registration Number:	1725493	KAT
Registration Number:	4321135	KAT PERCUSSION
Registration Number:	4327823	KAT PERCUSSION
Registration Number:	4321062	KAT
Registration Number:	2389513	LEGEND
Registration Number:	3254078	LP
Registration Number:	1292158	LP
Registration Number:	2391247	LP
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:	1868204	MATADOR
Registration Number:	2857098	
Registration Number:	1253739	
Registration Number:	2856062	
Registration Number:	2857097	
Registration Number:	1788088	
Registration Number:	1138359	
Registration Number:	1841794	
Registration Number:	0992534	
Registration Number:	2928413	
Registration Number:	2885454	
Registration Number:	0887422	
Registration Number:	1468980	
Registration Number:	1919605	MOUNT-ALL
Registration Number:	2677524	MULTI-GUIRO
Registration Number:	2698654	ONE SHOT
Registration Number:	2573677	OVATION
Registration Number:	1786702	OVATION
Registration Number:	0839996	OVATION
Registration Number:	1844345	PATATO
Registration Number:	4578679	PERCUSSION PLUS
Serial Number:	86711980	RECHARGER
Registration Number:	2547014	RIDGE RIDER
Registration Number:	2893182	ROUNDBACK

Property Type	Number	Word Mark
Registration Number:	1228824	ROUNDBACK
Registration Number:	1497645	SALSA
Serial Number:	86909776	
Registration Number:	1205243	THE CLAW
Registration Number:	1559764	THUNDERBOLT
Registration Number:	2584704	TOCA
Registration Number:	1290930	ULTRA
Registration Number:	1980050	VIBRA-TONE
Serial Number:	86780084	VIPER
Registration Number:	2552689	WORLD BEAT
Registration Number:	2989311	WORLD BEAT LP

CORRESPONDENCE DATA

Fax Number: 3102774730

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: (310) 284-6133

Email: jsbrown@mwe.com, ichidi@mwe.com

Correspondent Name: GARY B. ROSENBAUM

Address Line 1: MCDERMOTT WILL & EMERY LLP

Address Line 2: 2049 CENTURY PARK EAST, SUITE 3800

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	096064-0011
NAME OF SUBMITTER:	GARY B. ROSENBAUM
SIGNATURE:	/Gary B. Rosenbaum/
DATE SIGNED:	12/01/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Endeavour Structured Equity and Mezzanine Fund I, L.P., a Delaware limited partnership, as administrative agent (in such capacity, together with its successors and permitted assigns, “Lead Purchaser”) for the benefit of the Purchasers (as defined in the Note Purchase Agreement referred to below).

WITNESSETH:

A. Drum Workshop, Inc., a California corporation (“Issuer”) has entered into that certain Note Purchase Agreement dated December 23, 2014, among the Issuer, the purchasers from time to time party thereto (the “Purchasers”) and Lead Purchaser, and as amended by that Forbearance Agreement and First Amendment to Note Purchase Agreement of even date herewith (the “First Amendment” and as further amended, restated, extended, supplemented or otherwise modified, the “Note Purchase Agreement”), pursuant to which the Purchasers have agreed to extend certain credit facilities to Issuer;

B. Each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of Lead Purchaser (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to assign and pledge to Lead Purchaser for the benefit of itself and the Purchasers, and grant to Lead Purchaser for the benefit of itself and the Purchasers a security interest in, all presently existing and hereafter acquired Collateral, as security for the timely payment and performance of its Obligations; and

C. All of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and Lead Purchaser to enter into the First Amendment, each Grantor hereby agrees with Lead Purchaser as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Lead Purchaser for the benefit of itself and the Purchasers, and grants to Lead Purchaser for the benefit of itself and the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lead Purchaser pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Lead Purchaser with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DRUM WORKSHOP, INC.

as Grantor

By: 

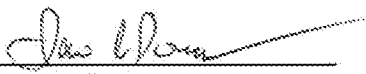
Name: Christopher D. Lombardi

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ENDEAVOUR STRUCTURED EQUITY AND MEZZANINE FUND I, L.P.
as Lead Purchaser

By: 
Name: Iain G. Douglas
Title: Member

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Jurisdiction	Mark	Type Matter	Application Number	Reg. No.
USA	True Hoop	3. Trademark	85/774,724	4591036
USA	Design Series	3. Trademark	85/774,715	4594569
USA	Drum Workshop	3. Trademark	86/651,733	
USA	DW DRUMS (word mark)	3. Trademark	86/651,726	
USA	DW DRUMS (design mark)	3. Trademark	86/651,721	
USA	DW (design)	3. Trademark	74/032533	1623562
USA	TRUE-PITCH 50	3. Trademark	86/328,149	4828206
USA	MDD	3. Trademark	86/407,587	4684884
USA	MACHINED DIRECT DRIVE	3. Trademark	86/407,635	4684885
USA	DW Mfr. USA (design)	3. Trademark	86/407,652	4802486
USA	MDD (hi-hat stands)	3. Trademark	86/422,129	
USA	MACHINED DIRECT DRIVE (hi-hat stands)	3. Trademark	86/422,135	
USA	BLACK SHEEP BEATER	3. Trademark	86/667,637	
USA	DW EDGE	3. Trademark	77/278,109	3613215
USA	EDGE SERIES	3. Trademark	77/279,109	3798003
USA	RED BASE PLATE FOR DRUM BEATER Pedal Unit	3. Trademark	77/291,670	3633363
USA	KITBUILDER	3. Trademark	78465261	3008085
USA	DC DRUM CHANNEL	3. Trademark	77/255,012	3603440
USA	PDP LOGO	3. Trademark	76536403	2878828
USA	TRUE-SONIC	3. Trademark	86/670,700	
USA	PURE OAK	3. Trademark	86/720,232	
USA	PURE CHERRY	3. Trademark	86/720,238	
USA	PURE MAPLE	3. Trademark	86/720,244	
USA	PURE BIRCH	3. Trademark	86/720,242	
USA	PURE	3. Trademark	86/738,566	
USA	DW 5000	3. Trademark	73/721,731	1512623
USA	TRUE-PITCH	3. Trademark	75/109,950	2113611
USA	TURRET LUG trade dress	3. Trademark	75/151,500	2150216
USA	THE DRUMMER'S CHOICE	3. Trademark	75/143,916	2123117
USA	FAST TOM	3. Trademark	75/416,070	2296794
USA	DOG BONE	3. Trademark	75/455,081	2320260
USA	TIMBRE MATCH	3. Trademark	75/462,396	2303580
USA	CHAIN DRIVE	3. Trademark	75/605,161	2318791
USA	COLLECTOR'S SERIES	3. Trademark	75/678,781	2332404

Jurisdiction	Mark	Type Matter	Application Number	Reg. No.
USA	TECHLOCK	3. Trademark	76/233,327	2549810
USA	TRUE TONE	3. Trademark	76/233,326	2549809
USA	DW EDGE	3. Trademark	77/278,109	3613215
USA	EDGE SERIES	3. Trademark	77/279,109	3798003
USA	PLAY IT STRAIGHT	3. Trademark	74/272,286	1785043
USA	PLAY IT STRAIGHT	3. Trademark	74/092,619	1678622
USA	STICK RIM SAVER PROTECTION (design)	3. Trademark	74/251,108	1762745

Jurisdiction	Mark	Type Matter	Application Number	Reg. No.
US	ADAM (Class 15) (refile)	3. Trademark	86384917	4793321
US	ADAMAS (Class 15)	3. Trademark	73463370	1331974
US	AFUCHE (Class 15)	3. Trademark	73158741	1113570
US	APPLAUSE (Class 15)	3. Trademark	73033896	1017964
US	BALLADEER (Class 15)	3. Trademark	72322027	878231
US	BLACK BEAUTY COWBELL (Class 15)	3. Trademark	73158740	1120473
US	CALIENTE (Class 15)	3. Trademark	75926975	2483734
US	CELEBRITY (Class 15)	3. Trademark	73481011	1347668
US	COMFORT CURVE (Class 15)	3. Trademark	73670088	1475867
US	CYCLOPS (Class 15)	3. Trademark	76308819	2552690
US	ELITE (Class 15)	3. Trademark	73413743	1272634
US	GALAXY (Class 15)	3. Trademark	74440123	2199133
US	GENERATION II (Class 15)	3. Trademark	74072018	1671709
US	GIBRALTAR (Class 15)	3. Trademark	77558586	3642482
US	GIOVANNI COMPACT CONGA (Class 15)	3. Trademark	78290420	2877569
US	IDEA (Stylized) (Classes 09, 15)	3. Trademark	77568694	3758615
US	JAMKAT	3. Trademark	86/022,403	4805468
US	KAT design mark	3. Trademark	74/229,312	1725493
US	KAT PERCUSSION design mark	3. Trademark	85/713,173	4321135
US	KAT PERCUSSION word mark	3. Trademark	85/713,172	4327823
US	KAT word mark	3. Trademark	85/712,312	4321062
US	LEGEND (Class 15)	3. Trademark	75696295	2389513
US	LP (Class 15)	3. Trademark	78197231	3254078
US	LP AND DESIGN (with 1 circle) (Class 15)	3. Trademark	73425312	1292158
US	LP AND DESIGN (with 2 circles) (Class 15)	3. Trademark	75703077	2391247
US	LP ASPIRE (Class 15)	3. Trademark	75573354	2386372
US	LP LATIN PERCUSSION AND DESIGN (Class 15)	3. Trademark	72287723	880477

Jurisdiction	Mark	Type Matter	Application Number	Reg. No.
US	LP MUSIC COLLECTION AND DESIGN (Class 15)	3. Trademark	75726104	2329912
US	LP PERFORMER SERIES (Class 15)	3. Trademark	76403537	2776652
US	LP RHYTHMIX AND DESIGN (Class 15)	3. Trademark	76128976	2557301
US	LYRACHORD (Class 36)	3. Trademark	72278970	871785
US	MATADOR (Class 15)	3. Trademark	74468778	1868204
US	MISCELLANEOUS DESIGN (Adamas Bridge Design) (SUPPLEMENTAL REGISTER) (Class 15)	3. Trademark	78269664	2857098
US	MISCELLANEOUS DESIGN (Adamas Epaulet Design) (Class 15)	3. Trademark	73354839	1253739
US	MISCELLANEOUS DESIGN (Adamas Fingerboard Inlay Design) (Class 15)	3. Trademark	78269678	2856062
US	MISCELLANEOUS DESIGN (Adamas Peghead Shape) (SUPPLEMENTAL) (Class 15)	3. Trademark	78269634	2857097
US	MISCELLANEOUS DESIGN (Adamas Soundboard Configuration) (Class 15)	3. Trademark	74270638	1788088
US	MISCELLANEOUS DESIGN (Guitar Bowl Shape) (Class 15)	3. Trademark	73040266	1138359
US	MISCELLANEOUS DESIGN (Guitar Configuration) (Class 15)	3. Trademark	74270642	1841794
US	MISCELLANEOUS DESIGN (Guitar Tuning Head) (Class 15)	3. Trademark	72414596	992534
US	MISCELLANEOUS DESIGN (Ovation Bridge Design) (SUPPLEMENTAL REGISTER) (Class 15)	3. Trademark	78269697	2928413
US	MISCELLANEOUS DESIGN (Ovation Bridge Design) (SUPPLEMENTAL REGISTER) (Class 15)	3. Trademark	78/269,697	2928413
US	MISCELLANEOUS DESIGN (Ovation Fingerboard Inlay Design) (SUPPLEMENTAL REGISTER) (Class 15)	3. Trademark	78269687	2885454
US	MISCELLANEOUS DESIGN (Soundhole Rosette Design) (Class 15)	3. Trademark	72322130	887422

Jurisdiction	Mark	Type Matter	Application Number	Reg. No.
US	MISCELLANEOUS DESIGN (triangle) (Class 15)	3. Trademark	73653988	1468980
US	MOUNT-ALL (Class 15)	3. Trademark	74499627	1919605
US	MULTI-GUIRO (Class 15)	3. Trademark	76380365	2677524
US	ONE SHOT (Class 15)	3. Trademark	76359467	2698654
US	OVATION (Class 15) (Class 15)	3. Trademark	76320304	2573677
US	OVATION (Class 16)	3. Trademark	74227085	1786702
US	OVATION AND DESIGN (Class 15)	3. Trademark	72267787	839996
US	PATATO (Class 15)	3. Trademark	74442498	1844345
US	PERCUSSION PLUS (Stylized) and Design (Class 15)	3. Trademark	85964946	4578679
US	RECHARGER	3. Trademark	86/711,980	
US	RIDGE RIDER (Class 15)	3. Trademark	76230601	2547014
US	ROUNDBACK (Class 15)	3. Trademark	78222763	2893182
US	ROUNDBACK (SUPPLEMENTAL REGISTER) (Class 15)	3. Trademark	73337701	1228824
US	SALSA (Stylized) (Class 15)	3. Trademark	73694856	1497645
US	SOUNDBOARD	3. Trademark	86/909,776	
US	THE CLAW (Class 09)	3. Trademark	73304586	1205243
US	THUNDERBOLT (Class 15)	3. Trademark	73671831	1559764
US	TOCA (Class 15)	3. Trademark	76144203	2584704
US	ULTRA (Class 15)	3. Trademark	73383570	1290930
US	VIBRA-TONE (Class 15)	3. Trademark	74490639	1980050
US	VIPER	3. Trademark	86/780,084	
US	WORLD BEAT (Class 15)	3. Trademark	76308818	2552689
US	WORLD BEAT LP AND DESIGN (Class 15)	3. Trademark	78414439	2989311