

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379805

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEAP NOTE, LLC		03/31/2016	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	DAISY ROCK GUITARS, LLC
<b>Street Address:</b>	9772 Sunland Boulevard
<b>City:</b>	Shadow Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91040
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4346434	DAISY ROCK GIRL GUITARS
Registration Number:	4115835	DRG
Registration Number:	3396783	
Registration Number:	3231861	
Registration Number:	3113746	
Registration Number:	3099057	TOM BOY
Registration Number:	3094949	
Registration Number:	3091002	ROCK CANDY
Registration Number:	2834573	
Registration Number:	3276045	FLOWER POWER
Registration Number:	2515522	DAISY ROCK
Registration Number:	3666484	GIRL GUITARS
Registration Number:	3829854	
Registration Number:	4261656	FIREBRAND
Registration Number:	4257910	DAISY ROCK GIRL GUITARS
Registration Number:	4257909	DAISY ROCK GIRL GUITARS
Registration Number:	4246221	DAISY ROCK GIRL GUITARS
Registration Number:	3653292	DAISY ROCK GIRL GUITARS

OP \$540.00 4346434

Property Type	Number	Word Mark
Registration Number:	3457304	DEBUTANTE
Registration Number:	3469048	PETAL POWER
Registration Number:	3591706	PINK LABEL

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 201-525-0300

**Email:** ip@musicesq.com

**Correspondent Name:** Ronald S. Bienstock

**Address Line 1:** 411 Hackensack Avenue, 7th Floor

**Address Line 4:** Hackensack, NEW JERSEY 07601

<b>ATTORNEY DOCKET NUMBER:</b>	1214
<b>NAME OF SUBMITTER:</b>	Ronald S. Bienstock
<b>SIGNATURE:</b>	/thesuit/
<b>DATE SIGNED:</b>	04/07/2016

**Total Attachments: 18**

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## RELEASE OF GRANT OF SECURITY INTEREST IN IP RIGHTS

This Release of Grant of Security Interest in IP Rights (this "Release") is made as of March 31 2016, by LEAP NOTE, LLC, a Delaware limited liability company, c/o LaunchEquity Partners, 4230 N. Oakland avenue, #317, Shorewood, Wisconsin 53211 (the "Secured Party"), in its capacity as a secured party pursuant to various assignments referred to below (collectively, the "Assignments") for the benefit of DAISY ROCK GUITARS, LLC, a Delaware limited liability company, located at 9772 Sunland Blvd. Shadow Hills, CA 91040, (the "Debtor").

### WITNESSETH:

WHEREAS, an assignment ("Assignment #1") was recorded in the United States Patent and Trademark Office at Reel 5652 and Frames 0333-0336 on October 26, 2015; and

WHEREAS, an assignment ("Assignment #2") was recorded in the United States Patent and Trademark Office at Reel 5657 and Frames 0457-0464 on November 2, 2015; and

WHEREAS, the Debtor has requested that the Secured Party release, and the Secured Party is willing to release the entirety of its security interest and claims of security interest in certain intellectual property collateral as described on Exhibit A attached hereto (the "Released Intellectual Property Collateral"), subject to the terms hereof. For clarity, the Released Intellectual Property Collateral does not include any trademarks identified on the Trademark Assignment Cover Sheets for the Assignments which are also contained in: (i) Reel 5652, Frame 0337 of Assignment #1; and/or (ii) Reel 5657, Frame 0465 of Assignment #2;

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 interest contained in the Assignment, including, all of the Released Intellectual Property Collateral, which shall include, but is not limited to, the following:

(a) all of Debtor's right, title and interest in, to and under (i) the trademark registrations and applications referred to on Exhibit A hereto and the domain names on Exhibit B attached hereto, (ii) all extension and renewals of any of the foregoing, (iii) all rights in and to the domain names listed in Exhibit B attached hereto; (iv) all the goodwill of the business and the intellectual property connected with the use of and symbolized by the foregoing, (v) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, (vi) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Debtor is licensee or licensor thereunder) including those referred to in Exhibit A hereto.

(c) any right, title or interest of the Secured Party in such Released Intellectual Property Collateral shall hereby terminate, cease and become void. The Secured Party hereby assigns, transfers and conveys any and all right, title or interest of the Secured Party in such Released Intellectual Property Collateral to the Debtor.

2. 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 Intellectual Property Collateral contemplated hereby, including, without limitation, UCC filings.

3. This 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.

4. This 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 California. The Parties acknowledge that they are familiar with Section 1542 of the Civil Code of California, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of execution of the release, which, if known by him must have materially affected his settlement with the debtor."

The undersigned expressly, knowingly, and intentionally waives and relinquishes any and all rights that it may have under Section 1542.

5. In the event that any term or provision of this Release is determined illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the remaining terms or provisions of this Release, which remaining terms and provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Release of security interests in the Released Intellectual Property Collateral to be executed and delivered as of the date first written above.

LEAP NOTE, LLC

By: 

Name:

Title:

EXHIBIT A

## TRADEMARK ASSIGNMENT COVER SHEET

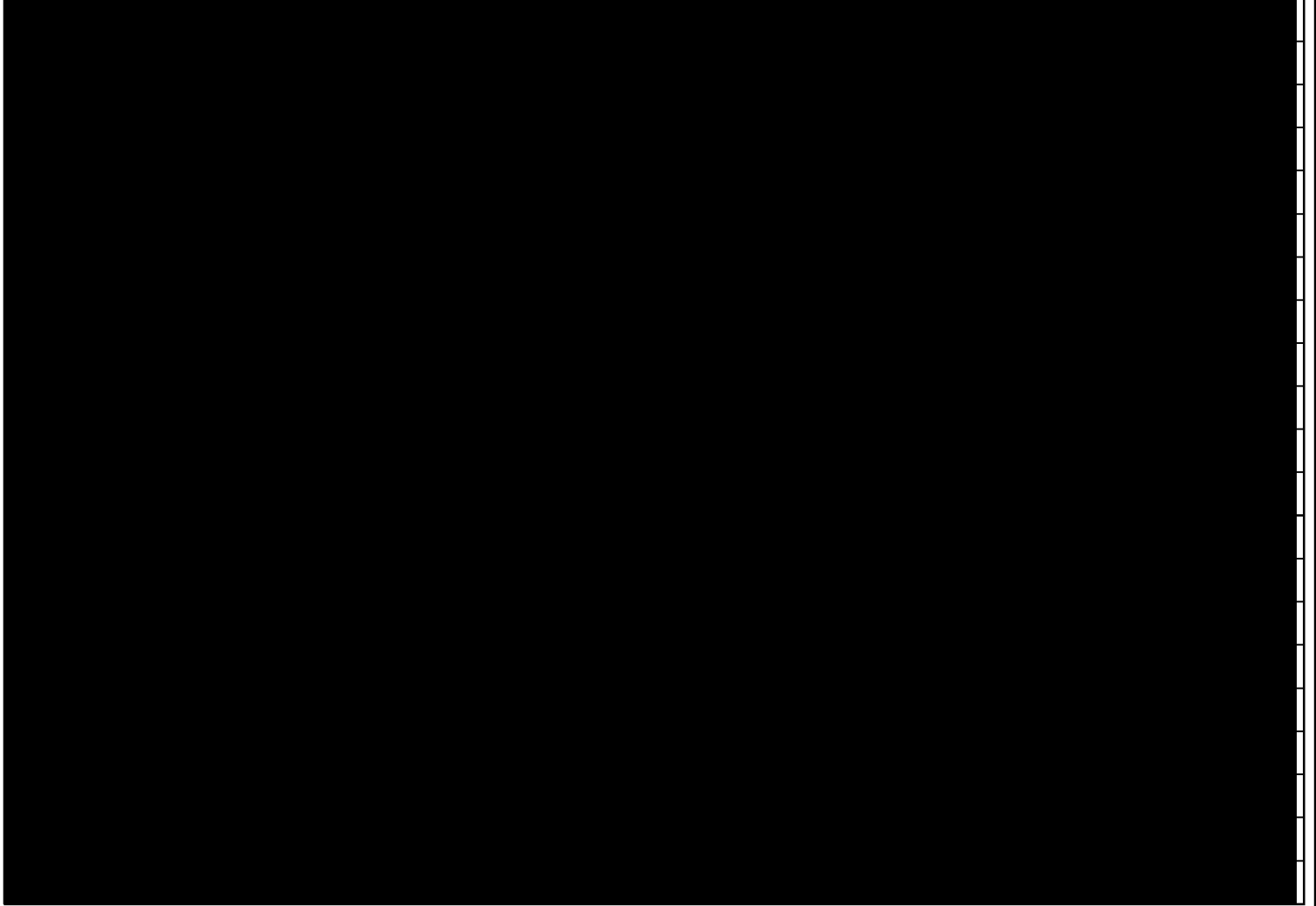
Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359886

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Crystal Financial, LLC		10/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LEAP Note, LLC		
<b>Street Address:</b>	4230 N. Oakland Avenue, #317		
<b>Internal Address:</b>	c/o LaunchEquipty Partners		
<b>City:</b>	Shorewood		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53211		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 42</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3396783		
<b>Registration Number:</b>	3591706	PINK LABEL	
<b>Registration Number:</b>	2834573		
<b>Registration Number:</b>	3457304	DEBUTANTE	
<b>Registration Number:</b>	3653292	DAISY ROCK GIRL GUITARS	
<b>Registration Number:</b>	3469048	PETAL POWER	
<b>Registration Number:</b>	3666484	GIRL GUITARS	
<b>Registration Number:</b>	3094949		
<b>Registration Number:</b>	3099057	TOM BOY	
<b>Registration Number:</b>	3113746		
<b>Registration Number:</b>	3829854		
<b>Registration Number:</b>	3231861		
<b>Registration Number:</b>	3276045	FLOWER POWER	
<b>Registration Number:</b>	4115835	DRG	
<b>Registration Number:</b>	4246221	DAISY ROCK GIRL GUITARS	
<b>Registration Number:</b>	4257910	DAISY ROCK GIRL GUITARS	
<b>Registration Number:</b>	4257909	DAISY ROCK GIRL GUITARS	
<b>Registration Number:</b>	4261656	FIREBRAND	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4346434	DAISY ROCK GIRL GUITARS
Registration Number:	3091002	ROCK CANDY
Registration Number:	2515522	DAISY ROCK



**CORRESPONDENCE DATA**

**Fax Number:** 4142235000

*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:** 414-6406764

**Email:** usptomailbox@whdlaw.com

**Correspondent Name:** Rachel Petroff

**Address Line 1:** 555 E. Wells Street, Suite 1900

**Address Line 4:** Milwaukee, WISCONSIN 53202

<b>ATTORNEY DOCKET NUMBER:</b>	CRYSTAL FINANCIAL/LEAP
<b>NAME OF SUBMITTER:</b>	Rachel Petroff
<b>SIGNATURE:</b>	/Rachel Petroff/
<b>DATE SIGNED:</b>	10/26/2015

**Total Attachments: 5**

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ASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS

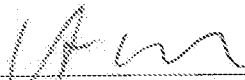
WHEREAS, Crystal Financial, LLC, a Delaware limited liability company, located at Two International Place, 17<sup>th</sup> Floor, Boston, Massachusetts, 02110 (hereinafter the "Assignor"), as Administrative Agent under the certain Loan and Security Agreement dated as of March 10, 2014, by and among Alfred Publishing Co., Inc., Alfred Publishing Co. (U.K.), Ltd., CPP/Belwin, Inc., Daisy Rock Guitars, LLC, Assignor, and the lenders from time to time party thereto (the "Loan Agreement"), is the owner of security interests (the "Security Interests") in the Trademarks identified on Schedule A-2, attached hereto (the "Trademarks") pursuant to Patent, Copyright and Trademark Security Agreements, all dated March 10, 2014, by and between Assignor and Alfred Publishing, Co., Inc., a New York corporation, Assignor and CPP/Belwin, Inc., a Delaware corporation, and Assignor and Daisy Rock Guitars, LLC., a Delaware limited liability company;

WHEREAS, LEAP Note, LLC, a Delaware limited liability company, located at c/o LaunchEquity Partners, 4230 N. Oakland Avenue #317, Shorewood, Wisconsin 53211 (hereinafter the "Assignee"), holds all right, title and interest in and to the Security Interests in said Trademarks and the common law rights therein as successor Administrative Agent under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor has assigned and hereby assigns to Assignee all of Assignor's right, title and interest in and to the Security Interests in the Trademarks, any and all common law rights therein, the goodwill of the business symbolized by the Trademarks, any and all causes of action, either in law or in equity, and the right to enforce any rights and to file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of the Trademarks.


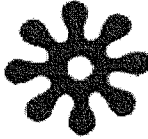


Dated this 15<sup>th</sup> day of October, 2015








CRYSTAL FINANCIAL, LLC


By: 

Title: Senior Manager Director

**SCHEDULE A-2**  
**REGISTERED TRADEMARKS AND**  
**PENDING TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>
Daisy Rock Guitars, LLC		3396783
Daisy Rock Guitars, LLC	PINK LABEL	3591706
Daisy Rock Guitars, LLC		2834573
Daisy Rock Guitars, LLC	DEBUTANTE	3457304
Daisy Rock Guitars, LLC		3653292
Daisy Rock Guitars, LLC	PETAL POWER	3469048
Daisy Rock Guitars, LLC	GIRL GUITARS	3666484
Daisy Rock Guitars, LLC		3094949
Daisy Rock Guitars, LLC	TOM BOY	3099057

Daisy Rock Guitars, LLC		3113746
Daisy Rock Guitars, LLC		3829854
Daisy Rock Guitars, LLC		3231861
Daisy Rock Guitars, LLC	FLOWER POWER	3276045
Daisy Rock Guitars, LLC		4115835
Daisy Rock Guitars, LLC		4246221
Daisy Rock Guitars, LLC		4257910
Daisy Rock Guitars, LLC		4257909
Daisy Rock Guitars, LLC	FIREBRAND	4261656

Daisy Rock Guitars, LLC		4346434
Daisy Rock Guitars, LLC	ROCK CANDY	3091002
Daisy Rock Guitars, LLC	DAISY ROCK	2515522

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360739

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chase Capital Corporation		10/27/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LEAP Note, LLC		
<b>Street Address:</b>	4230 N. Oakland Avenue, #317		
<b>Internal Address:</b>	c/o LaunchEquipty Partners		
<b>City:</b>	Shorewood		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53211		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 42</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3396783		
<b>Registration Number:</b>	3591706	PINK LABEL	
<b>Registration Number:</b>	2834573		
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<b>Registration Number:</b>	3094949		
<b>Registration Number:</b>	3099057	TOM BOY	
<b>Registration Number:</b>	3113746		
<b>Registration Number:</b>	3829854		
<b>Registration Number:</b>	3231861		
<b>Registration Number:</b>	3276045	FLOWER POWER	
<b>Registration Number:</b>	4115835	DRG	
<b>Registration Number:</b>	4246221	DAISY ROCK GIRL GUITARS	
<b>Registration Number:</b>	4257910	DAISY ROCK GIRL GUITARS	
<b>Registration Number:</b>	4257909	DAISY ROCK GIRL GUITARS	
<b>Registration Number:</b>	4261656	FIREBRAND	

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Property Type	Number	Word Mark
Registration Number:	4346434	DAISY ROCK GIRL GUITARS
Registration Number:	3091002	ROCK CANDY
Registration Number:	2515522	DAISY ROCK



**CORRESPONDENCE DATA**

**Fax Number:** 4142235000  
*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:** 414-978-5494  
**Email:** ptomailbox@whdlaw.com  
**Correspondent Name:** Rachel Petroff  
**Address Line 1:** Whyte Hirschboeck Dudek S.C.  
**Address Line 2:** 555 E. Wells Street, Suite 1900  
**Address Line 4:** Milwaukee, WISCONSIN 53202

<b>ATTORNEY DOCKET NUMBER:</b>	LEAP NOTE
<b>NAME OF SUBMITTER:</b>	Rachel Petroff
<b>SIGNATURE:</b>	/Rachel Petroff/
<b>DATE SIGNED:</b>	11/02/2015

**Total Attachments: 6**

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## ASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS

WHEREAS, Chase Capital Corporation, a Delaware corporation, located at 10 South Dearborn Street, Floor 19, Chicago, Illinois 60603 (hereinafter the "Assignor"), as Administrative Agent under the certain Amended and Restated Credit and Security Agreement dated as of March 10, 2014, by and among Alfred Publishing Co., Inc., Alfred Publishing Co. (U.K.), Ltd., CPP/Belwin, Inc., Daisy Rock Guitars, LLC, Assignor, and the lenders from time to time party thereto (the "Loan Agreement"), is the owner of security interests ("the Security Interests") in the Trademarks identified on Schedule A-2, attached hereto (the "Trademarks") pursuant to Amended and Restated Patent, Copyright and Trademark Security Agreement, dated March 10, 2014, by and between Assignor and Alfred Publishing, Co., Inc., a New York corporation, Assignor and Alfred Publishing Co. (U.K.), Ltd., a California corporation, Assignor and CPP/Belwin, Inc., a Delaware corporation, and Assignor and Daisy Rock Guitars, LLC., a Delaware limited liability company, a Confirmatory Grant of Security Interest (Trademark) made by Daisy Rock Guitars, LLC in favor of Assignor dated March 10, 2014 and a Confirmatory Grand of Security Interest (Trademark) made by Alfred Publishing Co., Inc. in favor of Assignor dated March 10, 2014;

WHEREAS, LEAP Note, LLC, a Delaware limited liability company, located at c/o LaunchEquity Partners, 4230 N. Oakland Avenue #317, Shorewood, Wisconsin 53211 (hereinafter the "Assignee"), holds all right, title and interest in and to the Security Interests in said Trademarks and the common law rights therein as successor Administrative Agent under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor has assigned and hereby assigns to Assignee all of Assignor's right, title and interest in and to the Security Interests in the Trademarks, any and all common law rights therein, the goodwill of the business symbolized by the Trademarks, any and all causes of action, either in law or in equity, and the right to enforce any rights and to file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of the Trademarks.

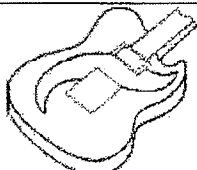
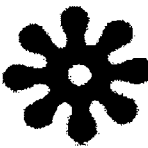

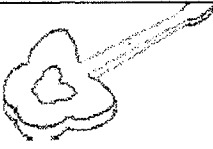




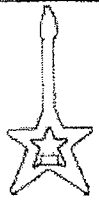




Dated this 27<sup>th</sup> day of October, 2015


CHASE CAPITAL CORPORATION

By: *John A. Laguarda*  
Title: *Senior Credit Officer*

**SCHEDULE A-2**  
**REGISTERED TRADEMARKS AND**  
**PENDING TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>
Daisy Rock Guitars, LLC		3396783
Daisy Rock Guitars, LLC	PINK LABEL	3591706
Daisy Rock Guitars, LLC		2834573
Daisy Rock Guitars, LLC	DEBUTANTE	3457304
Daisy Rock Guitars, LLC		3653292
Daisy Rock Guitars, LLC	PETAL POWER	3469048
Daisy Rock Guitars, LLC	GIRL GUITARS	3666484
Daisy Rock Guitars, LLC		3094949
Daisy Rock Guitars, LLC	TOM BOY	3099057

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Daisy Rock Guitars, LLC		4257910
Daisy Rock Guitars, LLC		4257909
Daisy Rock Guitars, LLC	FIREBRAND	4261656

Daisy Rock Guitars, LLC		4346434
Daisy Rock Guitars, LLC	ROCK CANDY	3091002
Daisy Rock Guitars, LLC	DAISY ROCK	2515522