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101722053 TRADEMARKS ONLY

EET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

G & L Music Sales, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State CA Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: BBE Sound, Inc. Internal Address: Street Address: 5381 Production Drive Huntington Beach, CA 92649

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State CA Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 24, 1992

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christina D. Yates

Internal Address: Foley & Lardner

Street Address: 402 West Broadway 23rd Floor

City: San Diego State: CA Zip: 92101

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$ 265.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0872

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christina D. Yates Name of Person Signing

Signature

5/19/01 Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/17/2001 DBYRNE 00000235 1415810

01 FC:481 40.00 DP 02 FC:482 225.00 DP

Names of Conveying Parties (additional names:

Sanwa Bank, trustee of the Clarence Leo Fender Trust

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>
ASAT	1,415,810
CAVALIER	1,280,674
EL TORO	1,288,907
G & L and Design	1,190,632
HOT ROUNDS	1,351,615
INTERCEPTOR	1,283,311
INVADER	1,284,233
LYNX	1,285,186
RAMPAGE	1,385,929
SC	1,304,956



1 States of America and all foreign countries which may be granted  
2 therefor or thereon, identified in said Schedule A, the same to be  
3 held by said ASSIGNEE, for its own use and behoof and use and behoof  
4 of its successors or assigns, as fully and entirely as the same would  
5 have been held by said ASSIGNOR had this assignment and sale not been  
6 made.

7 ASSIGNOR hereby covenants that no assignment, sale, agreement or  
8 encumbrance has been or will be made or entered into which would  
9 conflict with the assignment and sale.

10 ASSIGNOR hereby represents and warrants that, to the best of  
11 Assignor's knowledge, the Trademarks and Applications identified in  
12 Schedule A hereto constitute all of the Trademarks and Applications  
13 included among the Assets (as such term is defined in that certain  
14 Asset Purchase Agreement dated as of June 24, 1992, by and between  
15 Assignor and Assignee (the "APA")); to the extent that any Trademarks  
16 and Applications included in the Assets are not identified in said  
17 Schedule A hereto, Assignor shall execute such documents as Assignee  
18 shall determine to be necessary to assign such Trademarks and  
19 Applications to Assignee pursuant to the APA.

20 ASSIGNOR further covenants that ASSIGNEE will, upon its request,  
21 be provided promptly with all pertinent facts and documents relating  
22 to said Trademarks and Applications as may be known and accessible to  
23 ASSIGNOR and will testify as to the same in any interference or  
24 litigation related thereto and will promptly execute and delivery to  
25 ASSIGNEE or its legal representative any and all papers, instruments  
26 or affidavits required to apply for, obtain, maintain, record title  
27 to and enforce said Trademarks and Applications which may be  
28 necessary or desirable to carry out the purposes hereof.

1 AND ASSIGNOR hereby requests and authorizes the Patent and  
2 Trademark Office of the United States and all foreign countries to  
3 record the transfer of title to any of said Trademarks and to issue  
4 any of said Trademark registrations to said ASSIGNEE, and ASSIGNOR  
5 agrees to execute any and all assignment or other documents as may be  
6 requested by ASSIGNEE at ASSIGNEE's discretion to record or perfect  
7 its ownership in any country of the world of any of the foregoing.

8 IN WITNESS WHEREOF, ASSIGNOR and each of them have caused this  
9 assignment to be executed by their duly authorized officers this 24th  
10 day of June, 1992.

11 G&L Music Sales, Inc.

12 By: *Phyllis M. Fender*  
13 Phyllis M. Fender, President

14 Sanwa Bank, Trustee of the  
15 Clarence Leo Fender Trust

16 By: *Forrest West*  
17 Forrest West, Vice President

18 AGREED AND ACCEPTED  
19 this 24th day of June 1992

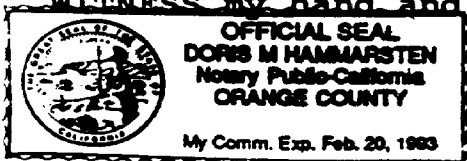
20 BBE Sound, Inc.  
21 By: *John McLaren*  
22 John McLaren, President

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1 State of California )  
2 County of Orange ) ss:

3 On June 24, 1992, before me, Doris M. Hammarsten, a notary  
4 public in and for said State, personally appeared Phyllis M. Fender,  
5 personally known to me (or proved to me on the basis of satisfactory  
6 evidence) to be the person whose name is subscribed to the within  
7 instrument and acknowledged to me that she executed the same in her  
8 authorized capacity, and that by her signature on the instrument the  
9 person(s), or the entity upon behalf of which the person(s) acted,  
10 executed the instrument.

11 WITNESS my hand and official seal.

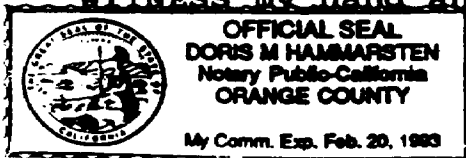


Doris M. Hammarsten  
Notary Public

11 State of California )  
12 County of Orange ) ss:

13 On June 24, 1992, before me, Doris M. Hammarsten, a notary  
14 public in and for said State, personally appeared Forrest West,  
15 personally known to me (or proved to me on the basis of satisfactory  
16 evidence) to be the person whose name is subscribed to the within  
17 instrument and acknowledged to me that he executed the same in his  
18 authorized capacity, and that by his signature on the instrument the  
19 person(s), or the entity upon behalf of which the person(s) acted,  
20 executed the instrument.

21 WITNESS my hand and official seal.

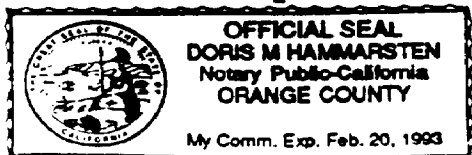


Doris M. Hammarsten  
Notary Public

21 State of California )  
22 County of Orange ) ss:

23 On June 24, 1992, before me, Doris M. Hammarsten, a notary  
24 public in and for said State, personally appeared John McLaren,  
25 personally known to me (or proved to me on the basis of satisfactory  
26 evidence) to be the person whose name is subscribed to the within  
27 instrument and acknowledged to me that he executed the same in his  
28 authorized capacity, and that by his signature on the instrument the  
29 person(s), or the entity upon behalf of which the person(s) acted,  
30 executed the instrument.

31 WITNESS my hand and official seal.



Doris M. Hammarsten  
Notary Public