

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SWR Sound Corporation		06/05/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Fender Musical Instruments Corporation
Street Address:	8860 E. Chaparral Road
Internal Address:	Suite 100
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85250
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number
Registration Number:	2417538
Registration Number:	2417539
Registration Number:	1837785
Registration Number:	2632705
Registration Number:	1896855

CORRESPONDENCE DATA

Fax Number: (312)332-2196
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3122013977
 Email: cct@goldbergekohn.com
 Correspondent Name: Oscar L. Alcantara
 Address Line 1: 55 East Monroe Street

OP \$140.00 2417538

Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1719.501 SWR

NAME OF SUBMITTER:

Oscar L. Alcantara

Total Attachments: 2

source=SWR to Fender Assignment Doc.tif

source=SWR Assignment Exhibit A.tif

U.S. TRADEMARK ASSIGNMENT

WHEREAS, SWR Sound Corporation, a California corporation ("Assignor"), having its principal offices at 9130 Glenoaks Boulevard, Sun Valley, California 91352-2611, has adopted, used, is using, and is the owner of the trademarks now registered and unregistered in the United States Patent and Trademark Office described on Exhibit A attached hereto.

WHEREAS, Fender Musical Instruments Corporation, a Delaware corporation, having its principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, Arizona 85250, is desirous of acquiring said trademarks.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Fender Musical Instruments Corporation the entire right, title and interest in the United States in and to said trademarks described on Exhibit A together with the goodwill of the business symbolized by said trademarks and registrations or other interests and rights thereof, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor binds itself and its successors to warrant and forever assist Fender Musical Instruments Corporation to defend all and singular the trademarks on Exhibit A to Fender Musical Instruments Corporation, its successors and assigns, as directed by Fender Musical Instruments Corporation.

AND, Assignor hereby Warrants and covenants that it has the full right to convey the entire interest herein assigned and that it will not execute any agreements inconsistent herewith.

AND, Assignor agrees to execute any instruments to perform any acts that may be necessary to fully effectuate and record this Assignment.

SIGNED at Sun Valley, California, this 5th day of June, 2003.

SWR SOUND CORPORATION

By: [Signature]
Daryl Jamison, President

STATE OF CALIFORNIA §
 §
COUNTY OF Los Angeles §

On this 5 day of June 2003, personally appeared Daryl Jamison, to me known and known to me to be the president of SWR Sound Corporation, the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said assignor and pursuant to the authority duly received.

[Signature]
Notary Public

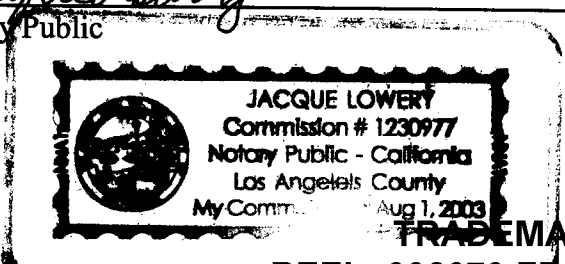
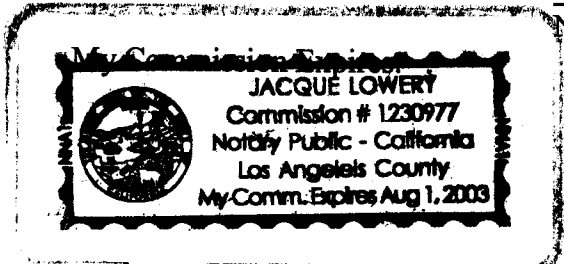


EXHIBIT A

- **SWR (Logo) – USPTO Registration No. 2417538**
 - **SWR – USPTO Registration No. 2417539**
 - **Feeling is Believing – USPTO Registration No. 1837785**
 - **Mo'Bass – USPTO Registration No. 2632705**
 - **Workingman's – USPTO Registration No. 1896855**
-
- **Amplify Your Future**
 - **Goliath**
 - **Red Head**
 - **Super Red Head**
 - **SM-400**
 - **Baby Blue**
 - **Interstellaroverdrive**
 - **Silverado**
 - **Goliath II**
 - **Goliath Junior**
 - **Goliath Junior II**
 - **Goliath Junior III**
 - **Goliath Senior**
 - **Megoliath 2000**
 - **Basic Black**
 - **Basic 2-Way**
 - **Big Foot**
 - **Natural Blonde**
 - **California Blonde**
 - **Strawberry Blonde**
 - **Blonde on Blonde**
 - **Henry Junior**
 - **Stereo 800**
 - **Grand Prix**
 - **Bass 750**
 - **750x**
 - **Bass 550x**
- **Bass 350**
 - **350x**
 - **Basic 350**
 - **Electric Blue**
 - **SM-900**
 - **Studio 220**
 - **PB-200**
 - **SS-180**
 - **Mo'Control**
 - **Baby Baby Blue**
 - **Black Beauty**
 - **Mini Mo'**
 - **Power 750**
 - **Son of Bertha**
 - **Big Bertha**
 - **Bass Monitor 12**
 - **Big Ben**
 - **Triad**
 - **Twelve Pack**
 - **Twelve Stack**
 - **12 Pack**
 - **12 Stack**
 - **Henry**
 - **[Workingman's] 2x110 LA 8**
 - **LA 12**
 - **LA 15**
 - **The Big Rig**

TRADEMARK