

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Collateral Patent, Trademark and License Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet Capital Corporation, as successor-in-interest to Shawmut Capital Corporation		04/11/2005	CORPORATION:

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: 4

Property Type	Number	Word Mark
Registration Number:	1132166	
Registration Number:	1139582	G
Registration Number:	1132165	GUILD
Registration Number:	1027631	GUILD

CORRESPONDENCE DATA

Fax Number: (312)332-2196
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 201-3977
 Email: tmapps@goldbergkohn.com
 Correspondent Name: Oscar L. Alcantara
 Address Line 1: 55 East Monroe Street
 Address Line 2: Suite 3700
 Address Line 4: Chicago, ILLINOIS 60603

OP \$115.00 1132166

NAME OF SUBMITTER:	Oscar L. Alcantara
Signature:	/Oscar L. Alcantara/
Date:	04/19/2005
Total Attachments: 2 source=Shawmut Release#page1.tif source=Shawmut Release#page2.tif	

**RELEASE OF COLLATERAL PATENT, TRADEMARK AND LICENSE
AGREEMENT**

THIS RELEASE is made as of this 11 day of APRIL, 2005,
by Fleet Capital Corporation as successor-in-interest to Shawmut Capital Corporation (Fleet
Capital Corporation, in such capacity, "Secured Lender") in favor of Fender Musical
Instruments Corporation ("Company").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and
adequacy of which are hereby acknowledged, Secured Lender hereby unconditionally and
expressly releases, terminates, and extinguishes any and all of its right, title and interest in
and to any and all liens and security interests it may have upon the trademarks listed on
Schedule A attached hereto and made a part hereof, which liens and security interests were
established under and pursuant to that certain security interest document executed as of
November 10, 1995, made by Company in favor of Shawmut Capital Corporation, the
predecessor in interest to Fleet Capital Corporation.

This Release shall be binding upon Secured Lender's legal representatives,
assigns and successors.

FLEET CAPITAL CORPORATION, as successor-
in-interest to Shawmut Capital Corporation

By: Edward M Bartkowski
Name: EDWARD M BARTKOWSKI
Title: SVP

SCHEDULE A
to Trademark and License Security Agreement

TRADEMARKS

Domestic Trademarks

Mark	Country	Reg. No.	Expiration
Design Only (Chesterfield)	USA	1,132,166	April 1, 2000
G and Design	USA	1,139,582	September 16, 2000
Guild and Design	USA	1,132,165	April 1, 2000
Guild	USA	1,027,631	December 16, 1995
Madeira	USA	1,098,735	August 8, 1998
Sidebenders	USA	1,053,600	November 30, 1996

Foreign Trademarks

Mark	Country	Reg. No.	Issuance Date
Guild (Class 15)	United Kingdom	1,060,757	March 25, 1976
Guild (Class 15)	France	1,450,192	February 16, 1988
Guild (Class 15)	Germany	975,190	August 11, 1978 (Renewed March 30, 1987)
Guild (Class 24)	Japan	2,108,488	January 23, 1989
Guild	Canada	234,050	June 29, 1989

Except for the filing with respect to the "Guild" name in Canada, all foreign marks are held in the name of Guild Music Corporation, the assignor to U.S. Music Corporation. The assignment to U.S. Music Corporation was never properly filed in any foreign country (other than Canada) and U.S. Music Corporation does not possess the necessary original documentation to perfect these transfers. Accordingly, no representations can be made that Borrower has acquired good and exclusive title to such marks, that Borrower will be able to transfer such registrations into its name or that Lender can obtain a perfected security interest in such foreign trademarks.

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