

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
St. Louis Music, Inc.		06/13/2007	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Guitar Center, Inc.		
Street Address:	5795 Lindero Canyon Road		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3163884	PALOMINO	
CORRESPONDENCE DATA			
Fax Number:	(312)222-6379		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mhays@agdglaw.com		
Correspondent Name:	Mary Vidal Hays		
Address Line 1:	330 N. Wabash, Ste. 3000		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	ST. LOUIS MUSIC/PALOMINO		
NAME OF SUBMITTER:	Mary Vidal Hays		
Signature:	/Mary Vidal Hays/		
Date:	06/14/2007		

CH \$40.00 3163884

Total Attachments: 4

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PALOMINO TRADEMARK AGREEMENT

THIS AGREEMENT is entered into by and between St. Louis Music, Inc., 1400 Ferguson Avenue, St. Louis, Missouri 63113 (hereinafter "St. Louis Music"), and Guitar Center, Inc., 5795 Lindero Canyon Road, Westlake Village, California 91362 (hereinafter "Guitar Center").

1.0 INTRODUCTION

1.1 St. Louis Music has adopted and used the trademark *PALOMINO* for a line of electronic musical instrument amplifiers manufactured for sale exclusively through Guitar Center. Guitar Center currently markets and sells the *PALOMINO* branded electronic musical instrument amplifiers at its retail outlets and via the Internet.

1.2 To protect trademark rights in the *PALOMINO* brand, St. Louis Music filed a U.S. trademark application for the mark *PALOMINO* on February 18, 2005, application No. 78/570,881, and thereafter, on October 24, 2006, was granted a registered trademark by the U.S. Patent and Trademark Office, Registration No. 3,163,884.

1.3 Guitar Center desires to exclusively own the *PALOMINO* trademark for electronic musical instrument amplifiers, and St. Louis Music is agreeable in this regard.

2.0 ASSIGNMENT

2.1 Assignment to Guitar Center. St. Louis Music hereby assigns, transfers and sells the *PALOMINO* trademark for electronic musical instrument amplifiers to Guitar Center, including all goodwill therein, as well as and including the registered U.S. trademark (United States Patent and Trademark Office Registration) No. 3,163,884, and the right to recover for damages and profits for any past, present or future infringements of the *PALOMINO* trademark. St. Louis Music shall cooperate with Guitar Center in executing a formal assignment, recordable in the U.S. Patent and Trademark Office, for the registered United States Patent and Trademark Office trademark, Registration No. 3,163,884, in the form attached hereto as Exhibit A. Guitar Center receives and accepts the assignment of the *PALOMINO* trademark from St. Louis Music in accordance with the terms and conditions of this Agreement.

2.2 Consideration. Good, sufficient and valuable consideration for the assignment of the *PALOMINO* trademark from St. Louis Music to Guitar Center, the receipt of which and the sufficiency of which is hereby acknowledged consists of the sum of one dollar (\$1.00), as well as the continued business relationship between St. Louis Music and Guitar Center with respect to musical instrument amplifiers.

2.3 Credit Agreement. The parties acknowledge that the transfer of the *PALOMINO* trademark from St. Louis Music to Guitar Center is in compliance with the requirements of Section 5.7(b) of the Credit Agreement in existence between the parties.

3.0 INTENTIONALLY OMITTED

4.0 GENERAL TERMS

4.1 Captions. Captions containing this Agreement have been inserted for reference and convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of any provision.

4.2 Waiver. The waiver of any party of a breach or default of any provision of this Agreement or any right hereunder by the other party shall not constitute a waiver by such party of any succeeding breach of the same or other provision; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder, operate as a waiver of any such right, power or privilege by such party.

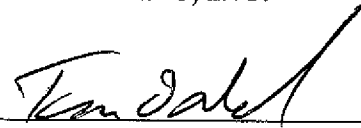
4.3 Unenforceability. If any term, clause or provision of this Agreement shall be construed or judged to be invalid, void or unenforceable, such term, clause or provision shall be construed as severed from this Agreement, and the remaining terms, clauses and provisions shall remain in effect.

4.4 Integration. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior negotiations, representations, agreements, and understandings are merged into, extinguished by, and completely expressed by the present Agreement. Neither party shall be bound by any definition, condition, warranty, representation, modification, consent or waiver, other than as expressly stated herein, unless set forth in writing and executed by the parties to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives and have caused this Agreement to become effective as of the last date hereto executed.

ST. LOUIS MUSIC, INC.

Date: 8/13/07

By: 

Its: VP

GUITAR CENTER, INC.

Date: June 8, 2007



Its: Executive Vice President

EXHIBIT A

ASSIGNMENT OF TRADEMARK REGISTRATION

WHEREAS, St. Louis Music, Inc., a Missouri corporation, having a business address of 1400 Ferguson Avenue, St. Louis, Missouri 63113 (hereinafter the "Assignor"), filed a trademark application for the mark PALOMINO with the United States Patent and Trademark Office, on February 18, 2005, as evidenced by Serial No. 78/570,881 ("Application"); and

WHEREAS, the Application matured into a U.S. trademark registration on October 24, 2006, as evidenced by Serial No. 3,163,884 ("Registration"); and

WHEREAS, Guitar Center, Inc., a corporation, having a business address of 5795 Lindero Canyon Road, Westlake Village, California 91362 (hereinafter the "Assignee") is desirous of acquiring said mark;

NOW, THEREFORE, for sufficient, good, and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee its entire right and title to and interest in said mark and the goodwill of the business associated with the mark and the Registration.

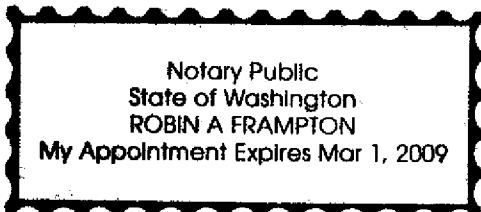
Executed at Woodinville, Washington, this 13th day of June, 2007.

ST. LOUIS MUSIC, INC.

Tim O'Neil
By: Tim O'Neil
Title: VP

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this 13th day of June, 2007, Tim O'Neil personally appeared before me, known to me to be the individual named above who executed the within and foregoing instrument, and acknowledged that ~~he/she~~ signed the same as ~~his/her~~ free and voluntary act and deed, for the uses and purposes therein mentioned.



Robin A. Frampton
Notary Public
My commission expires 3-1-2009

LAW OFFICES OF
CHRISTENSEN O'CONNOR JOHNSON KINDNESS^{PLC}
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