

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jackson/Charvel Manufacturing, Inc.		06/07/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1490130	ASPEN
Registration Number:	1373706	CHARVEL
Registration Number:	1528339	CHARVEL
Registration Number:	1607429	CHARVEL
Registration Number:	1484218	CHARVEL BY JACKSON/CHARVEL
Registration Number:	1498558	
Serial Number:	78872376	
Registration Number:	2339365	
Registration Number:	1393989	JACKSON
Registration Number:	1570697	JACKSON
Registration Number:	2550382	ORPHEUM
Registration Number:	3229410	
Registration Number:	2339374	

OP \$515.00 1490130

Registration Number:	2112291	PAPOOSE
Registration Number:	2742262	PARAMOUNT
Serial Number:	78312464	SAN DIMAS
Registration Number:	2717386	TACOMA
Registration Number:	2741450	TACOMA GUITARS MADE IN USA THE GREAT NORTHWEST
Registration Number:	2717387	TACOMA
Registration Number:	2330414	TACOMA

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1329
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	06/27/2007

Total Attachments: 7
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 7, 2007 is made by JACKSON/CHARVEL MANUFACTURING, INC., a Delaware corporation, located at 8860 E Chaparral Road, Suite 100, Scottsdale, AZ 85250-2610 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Revolving Facility Credit Agreement, dated as of June 7, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FENDER MUSICAL INSTRUMENTS CORPORATION ("Borrower"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other parties have executed and delivered a Guarantee and Collateral Agreement, dated as of June 7, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks and exclusive inbound Licenses thereof (other than Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2 Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks and exclusive inbound Licenses thereof (other than Excluded Property) (including, without limitation, those items listed

on Schedule A hereto) (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3 Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

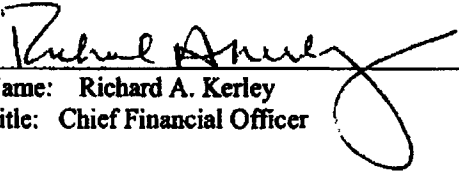
SECTION 4 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 24th day of June, 2007.

JACKSON/CHARVEL MANUFACTURING, INC.
as Grantor

By: 
Name: Richard A. Kerley
Title: Chief Financial Officer

Signature Page to Grant in Security Interest in Trademark Rights (Revolving Facility)

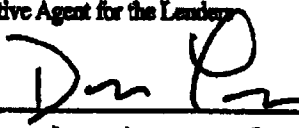
TRADEMARK
REEL: 003569 FRAME: 0376

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of June, 2007.

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____

Name:
Title:




DAN LANE
SUP

Signature Page to Jackson/Charvel Grant in Security Interest in Trademark Rights (Revolving Facility)

ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

On the 6th day of JUNE, 2007, before me personally came Richard A. Kerley, who is personally known to me to be the Chief Financial Officer of Jackson/Charvel Manufacturing, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Chief Financial Officer of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public, State of Arizona
 Maricopa County
Patricia S. Madigan
Expires September 28, 2008

(PLACE STAMP AND SEAL ABOVE)

Acknowledgment Page to Grant in Security Interest in Trademark Rights (Revolving Facility)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF)
) ss
COUNTY OF)

On the 21 day of June, 2007 before me personally came Dorothy, who is personally known to me to be the SVP of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the SVP in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Jennifer R. Chapa
Jennifer R. Chapa
Notary Public, State of Texas
My Comm. Expires May 1, 2009
PLACE STAMP AND SEAL ABOVE

Acknowledgment Page to Jackson/Charvel Grant in Security Interest in Trademark Rights (Revolving Facility)

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial Number	Registration Number
ASPEN	73686324	1490130
CHARVEL & DESIGN	73532341	1373706
CHARVEL & DESIGN	73560743	1528339
CHARVEL (STYLIZED)	73799170	1607429
CHARVEL BY JACKSON/CHARVEL DES	73599149	1484218
GUITAR HEADSTOCK PROFILE	73588312	1498558
HEADSTOCK (TACOMA-PAPOOSE)	78872376	
HEADSTOCK (TACOMA-PAPOOSE)	75547707	2339365
JACKSON LOGO	73532340	1393989
JACKSON LOGO (OUTLINE)	73745772	1570697
ORPHEUM	75588628	2550382
PAISLEY DESIGN	78855371	3229410
PAISLEY DESIGN (Supp. Reg.)	75572083	2339374
PAPOOSE	75196964	2112291
PARAMOUNT	75588630	2742262
SAN DIMAS	78312464	
TACOMA	76425558	2717386
TACOMA (AND DESIGN)	76437370	2741450
TACOMA (STYLIZED)	76425559	2717387
TACOMA (STYLIZED) (Supp. Reg.)	75596281	2330414

EXCLUSIVE TRADEMARK LICENSES

None.