

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Retail Finance, LLC, successor agent to Foothill Capital Corporation, original agent		10/04/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Guitar Center, Inc.
Street Address:	5155 Clareton Drive
City:	Aguora Hills
State/Country:	CALIFORNIA
Postal Code:	91301
Entity Type:	CORPORATION: DELAWARE

Name:	Musician's Friend, Inc.
Street Address:	5155 Clareton Drive
City:	Aguora Hills
State/Country:	CALIFORNIA
Postal Code:	91301
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2280874	GUITAR CENTER
Registration Number:	1290481	GUITAR CENTER
Registration Number:	2085508	GUITAR CENTER
Registration Number:	2097684	MITCHELL GUITARS
Registration Number:	1576899	ROCK WALK
Serial Number:	75696292	GC SYSTEMS
Serial Number:	75696291	TAKE YOUR MUSIC FURTHER

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Serial Number:	75749520	SOUND PERCUSSION
Serial Number:	75749519	MIDI BY MAIL
Registration Number:	1815269	MUSICIAN'S FRIEND
Registration Number:	1812560	MUSICIAN'S FRIEND
Registration Number:	2238700	MUSICIAN'S FRIEND
Registration Number:	2247491	ROGUE
Registration Number:	2167458	ALUMINATOR
Registration Number:	1904368	PULSE PERCUSSION
Registration Number:	2057272	PARADISE
Registration Number:	2089189	GUITAR MAN
Registration Number:	1888293	RAM
Registration Number:	2572703	AXMAN

CORRESPONDENCE DATA

Fax Number: (312)660-0424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-2000
Email: ccasey@kirkland.com, vkhodosh@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
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Address Line 2: c/o Vladimir Khodosh
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ATTORNEY DOCKET NUMBER:	31500-9
NAME OF SUBMITTER:	Vladimir Khodosh
Signature:	/Vladimir Khodosh/
Date:	10/10/2007

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of _____, 2007 ("Effective Date") by and between Wells Fargo Retail Finance, LLC, a Delaware Limited Liability Company, successor agent to Foothill Capital Corporation, original agent, with its principal office at One Boston Place, 18th Floor, Boston, Massachusetts, 02108 ("Grantee"), and Guitar Center, Inc., a Delaware corporation and Musician's Friend, Inc., a Delaware Corporation, with its principal offices at 5155 Clareton Drive, Aguora Hills, California 91301 ("Grantors").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantors and Grantee dated December 17, 1999 (the "Trademark Security Agreement"), Grantors granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantors (collectively, the "Trademarks"), including, without limitation, the United States trademark applications, registrations and trade names set forth on Schedule A attached hereto, in each case, together with the goodwill associated therewith;

WHEREAS, Grantors and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Loan and Security Agreement by and between Grantors and Grantee dated December 17, 1999 (the "Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on December 22, 1999, at Reel 2010, Frame 0270, later assigned by Foothill Capital Corporation to Wells Fargo Retail Finance, LLC on July 10, 2003, recorded at Reel 2776, Frame 0497; along with a security interest recorded on May 24, 2001, at Reel 2305, Frame 0765;

WHEREAS, Grantors have paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, other than those Trademarks set forth on Schedules A.

Grantee shall, at Grantors' expense, take all further actions, and provide to Grantors, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release.

SCHEDULE A

Trademarks of Guitar Center, Inc.

Registered Trademarks

Trademark No.	Mark
2280874	Guitar Center
1290481	Guitar Center (Design)
2085508	Guitar Center Logo
2097684	Mitchell Guitars
1576899	Rockwalk

Trademark Applications

Serial No.	Mark
75/696,292	GC Systems
75/696,291	Take Your Music Further
75/749,520	Sound Percussion
75/749,519	Midi By Mail

Trade Names of Guitar Center, Inc.

Guitar Center Management Co., Inc.

Trademarks of Musician's Friend, Inc.

Registered Trademarks

Trademark No.	Mark
1815269	Musician's Friend (logo)
1812560	Musician's Friend
2238700	Musician's Friend (logo)
2247491	Rogue
2167458	Aluminator
1904368	Pulse Percussion
2057272	Paradise
2089189	Guitar Man
1888293	Ram

Trademark No.	Mark
2572703	Axman