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
Guitar Center, Inc.		10/09/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 90

Property Type	Number	Word Mark
Registration Number:	2294166	ACOUSTIC
Registration Number:	2309450	ACOUSTIC
Registration Number:	2309451	ACOUSTIC
Registration Number:	2312001	ACOUSTIC
Registration Number:	2312002	ACOUSTIC
Registration Number:	2326378	ACOUSTIC
Registration Number:	2470898	ACOUSTIC
Registration Number:	2519142	ACOUSTIC
Registration Number:	2580641	ACOUSTIC
Registration Number:	2360974	ACOUSTIC CONTROL
Registration Number:	1671712	AMERICAN MUSIC
Registration Number:	1684766	AMERICAN MUSIC
Registration Number:	1685628	AMERICAN MUSIC
Registration Number:	1671713	

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Registration Number:	2866155	AMERICAN STUDENT RENTAL
Registration Number:	3141551	BLACK LABEL
Registration Number:	2307875	DIGITAL REFERENCE
Registration Number:	3068209	FIND YOUR VOICE
Registration Number:	2884873	FRETREST
Registration Number:	2280874	GUITAR CENTER
Registration Number:	1290481	GUITAR CENTER
Registration Number:	2085508	GUITAR CENTER
Registration Number:	2810188	GUITAR CENTER'S DRUM OFF
Registration Number:	2810186	GUITAR CENTER'S SPIN OFF
Registration Number:	3053666	
Registration Number:	2831584	LIVE WIRE
Registration Number:	3129275	MITCHELL
Registration Number:	2868579	MUSIC & ARTS CENTERS
Registration Number:	2866149	MUSIC & ARTS CENTERS
Registration Number:	3163884	PALOMINO
Registration Number:	2912130	PROLINE
Registration Number:	3159452	ROAD RUNNER
Registration Number:	1576899	ROCK WALK
Registration Number:	3041383	SOUND PERCUSSION
Registration Number:	2932518	SP SOUND PERCUSSION
Registration Number:	3093672	SPECTRAL
Registration Number:	3111814	THE LIST
Registration Number:	1946542	THE MUSICIAN'S CHOICE
Registration Number:	2996547	W WILLIAMS
Serial Number:	77083519	DR PRO
Serial Number:	77117514	AGAZARIAN
Serial Number:	77207548	BAND GEAR
Serial Number:	78890400	CRUMAR
Serial Number:	78890433	DELTA LABS
Serial Number:	77251498	DELTALAB
Serial Number:	77262983	DRUM PADS
Serial Number:	77153729	EARTH III
Serial Number:	78543269	ESSENTIALS PAK
Serial Number:	77253547	ETUDE

Serial Number:	77117702	GAIN
Serial Number:	77119436	GAINCENTRAL
Serial Number:	77181835	GC STUDIOS
Serial Number:	78903660	GIARDINELLI
Serial Number:	78893172	GIARDINELLI
Serial Number:	78903541	HARBINGER
Serial Number:	77080663	INDEPENDENCE
Serial Number:	77117443	LAGUNA
Serial Number:	78674347	LUCERO
Serial Number:	77144052	MAKE NOISE
Serial Number:	78890414	MULTIVOX
Serial Number:	77144164	MUSIC & ARTS
Serial Number:	77145665	MUSIC & ARTS
Serial Number:	77081037	MUSIC & ARTS CENTER
Serial Number:	77081222	MUSIC & ARTS CENTER
Serial Number:	78928970	OCEAN
Serial Number:	77080228	OTTO BENJAMIN
Serial Number:	78889870	POLARIS
Serial Number:	77117494	RAVEN
Serial Number:	78797151	ROAD KILL
Serial Number:	78741134	ROCKETEER
Serial Number:	77059144	SIMMONS
Serial Number:	77117473	SOCAL DRUMS
Serial Number:	78663615	SP SOUND PERCUSSION
Serial Number:	78785088	STERLING AUDIO
Serial Number:	78650328	STERLING AUDIO
Serial Number:	77099900	STICKS & STONES
Serial Number:	77080276	STROBEL
Serial Number:	78890454	STUDIO MASTER
Serial Number:	78890481	TANGENT
Serial Number:	78889858	TANTRUM
Serial Number:	78836323	TONECLOTH
Serial Number:	78903806	G GIARDINELLI
Serial Number:	78903730	G GIARDINELLI
Serial Number:	78909011	GIARDINELLI

Serial Number:	78688749	GUITARATHON
Serial Number:	78699013	KING OF THE BLUES
Serial Number:	78460370	LIVE WIRE SOLUTIONS
Serial Number:	78799311	MUSIC & ARTS CENTERS
Serial Number:	78711341	SIMMONS
Serial Number:	78756094	STICK BRICK

CORRESPONDENCE DATA

Fax Number: (650)251-5002

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-251-5117

Email: jmull@stblaw.com

Correspondent Name: Marcela Robledo

Address Line 1: 2550 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1359
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	10/23/2007

Total Attachments: 9

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NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS ("Agreement"), effective as of October 9, 2007 ("Notice") is made by Guitar Center, Inc., a Delaware Corporation, (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Collateral Agent (the "Collateral Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, Grantor is a party to a Security Agreement, dated as of October 9, 2007, by and among the Borrowers, the Facility Guarantors and JPMorgan Chase Bank, N.A., for the benefit of the Collateral Agent and the Secured Parties (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has executed and delivered this Notice for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark Collateral and Patent Collateral (each as defined below) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantor to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, in all of the present and future right, title and interest of the Grantor in, to and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "Trademark and Patent Collateral"):

(i) All trademarks, trade names, corporate names, company names, Internet domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered, together with all registrations thereof, all applications in connection therewith and all renewals thereof, and any goodwill of the business connected with, and symbolized by, any of the

foregoing, including, without limitation, the trademark registrations and trademark applications set forth on Exhibit A attached hereto (collectively, "Trademarks");

(ii) All patents and applications for patents, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, "Patents");

(iii) All agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of any Patent or Trademark (collectively, "Licenses") and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks and Patents, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(iv) The right to sue for past, present and future infringements, misappropriations and dilutions of any of the Trademarks and Patents; and

(v) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, no Trademark shall be included in the Trademark and Patent Collateral to the extent that the grant of a security interest in such Trademark would result in, permit or provide grounds for the cancellation or invalidation of such Trademark.

SECTION 3. Intent. This Notice is being executed and delivered by the Grantor for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark and Patent Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Notice is granted in conjunction with, and not in addition to or limitation of, the Security Interest granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Trademark and Patent Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark and Patent Collateral as in all other Collateral. In the event of a conflict between this Notice and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Notice.

SECTION 5. Termination; Release of Trademark and Patent Collateral. Upon termination of the Security Interest in the Trademark and Patent Collateral in accordance with the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark and Patent Collateral under this Notice. Any execution

and delivery of termination statements, releases or other documents pursuant to this SECTION 5 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

GRANTOR: GUITAR CENTER, INC.

By: _____

Name: Leland Smith

Title: Executive VP of Corporate Development, General Counsel and Secretary

IP

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: _____
Name: Thomas H. Kozlark
Title: Executive Director

[Signature Page – ABL Short Form IP Security Agreement]

EXHIBIT A

U.S. Trademark Registrations and Applications

Trademark	Status	App/Reg. No.	App/Reg. Date
Acoustic	Registered	2,294,166	11/23/1999
Acoustic	Registered	2,309,450	1/19/2000
Acoustic	Registered	2,309,451	1/18/2000
Acoustic	Registered	2,312,001	1/25/2000
Acoustic	Registered	2,312,002	1/25/2000
Acoustic	Registered	2,326,378	3/7/2000
Acoustic	Registered	2,470,898	7/24/2001
Acoustic	Registered	2,519,142	12/18/2001
Acoustic	Registered	2,580,641	6/18/2002
Acoustic Control	Registered	2,360,974	6/27/2000
American Music	Registered	1,671,712	1/14/1992
American Music	Registered	1,684,766	4/28/1992
American Music	Registered	1,685,628	5/5/1992
American Music (Design only - star and background)	Registered	1,671,713	1/14/1992
American Student Rental	Registered	2,866,155	7/27/2004
Black Label	Registered	3,141,551	9/12/2006
Digital Reference	Registered	2,307,875	1/11/2000
Dr Pro	Registered	3,296,826	9/25/2007
Find your Voice	Registered	3,068,209	3/14/2006
FretRest	Registered	2,884,873	9/14/2004
G Giardinelli (new logo) (design mark/use in commerce)	Registered	3,202,210	1/23/2007
G Giardinelli (new logo) (design mark/use in commerce)	Registered	3,213,513	2/27/2007
Giardinelli (old logo) (design mark/use in commerce)	Registered	3,227,898	4/10/2007
Guitar Center	Registered	2,280,874	9/28/1999
Guitar Center & Design (Disclaimer of "Guitar Center" apart from mark)	Registered	1,290,481	8/14/1984
Guitar Center & Design (No Disclaimer of "Guitar Center" apart from mark)	Registered	2,085,508	8/5/1997
Guitar Center's Drum Off	Registered	2,810,188	2/3/2004
Guitar Center's Spinoff	Registered	2,810,186	2/3/2004
Guitar drawing only	Registered	3,053,666	1/31/2006
Guitarathon	Registered	3,212,416	2/27/2007

Trademark	Status	App/Reg. No.	App/Reg. Date
King of the Blues	Registered	3,269,834	7/24/2007
Live Wire	Registered	2,831,584	4/13/2004
Live Wire Solutions	Registered	3,234,366	4/24/2007
Mitchell	Registered	3,129,275	8/15/2006
Music & Arts Centers	Registered	2,868,579	8/3/2004
Music & Arts Centers	Registered	3,257,948	7/3/2007
Music & Arts Centers (design mark)	Registered	2,866,149	7/27/2004
Palomino	Registered	3,163,884	10/24/2006
Proline	Registered	2,912,130	12/21/2004
Roadrunner	Registered	3,159,452	10/17/2006
Rock Walk	Registered	1,576,899	1/9/1990
Simmons	Registered	3,246,321	5/29/2007
Sound Percussion	Registered	3,041,383	1/10/2006
SP Sound Percussion and design	Registered	2,932,518	3/15/2005
Spectral	Registered	3,093,672	5/16/2006
Stick Brick	Registered	3,248,576	5/29/2007
The List	Registered	3,111,814	7/4/2006
The Musician's Choice	Registered	1,946,542	1/9/1996
W Williams	Registered	2,996,547	9/20/2005
Agazarian	Pending	77/117,514	2/27/2007
Band Gear	Pending	77/207,548	6/15/2007
Crumar	Pending	78/890,400	5/23/2006
Delta Labs	Pending	78/890,433	5/23/2006
DeltaLabs (logo)	Pending	77/251,498	8/9/2007
Drum Pads	Pending	77/262,983	8/23/2007
Earth III	Pending	77/153,729	4/11/2007
EssentialsPak	Pending	78/543,269	1/6/2005
Etude	Pending	77/253,547	8/13/2007
Gain	Pending	77/117,702	2/27/2007
Gaincentral	Pending	77/119,436	3/1/2007
GC Studios	Pending	77/181,835	5/15/2007
Giardinelli (word mark) (use in commerce)	Pending	78/903,660	6/8/2006
Giardinelli (work mark) (intent to use basis)	Pending	78/893,172	5/25/2006
Harbinger	Pending	78/903,541	6/8/2006
Independence	Pending	77/080,663	1/11/2007

Trademark	Status	App/Reg. No.	App/Reg. Date
Laguna	Pending	77/117,443	2/27/2007
Lucero	Pending	78/674,347	7/20/2005
Make Noise	Pending	77/144,052	3/29/2007
Multivox	Pending	78/890,414	5/23/2006
Music & Arts (horizontal)	Pending	77/144,164	3/29/2007
Music & Arts (vertical)	Pending	77/145,665	4/1/2007
Music & Arts Center (new logo - horizontal)	Pending	77/081,037	1/11/2007
Music & Arts Center (new logo - vertical)	Pending	77/081,222	1/11/2007
Ocean	Pending	78/928,970	7/13/2006
Otto Benjamin	Pending	77/080,228	1/10/2007
Polaris	Pending	78/889,870	5/23/2006
Raven	Pending	77/117,494	2/27/2007
Road Kill	Pending	78/797,151	1/23/2006
Rocketeer	Pending	78/741,134	10/26/2005
Simmons (logo)	Pending	77/059,144	12/7/2006
Socal Drums	Pending	77/117,473	2/27/2007
SP Sound Percussion and design	Pending	78/663,615	7/5/2005
Sterling Audio (logo design)	Pending	78/785,088	1/4/2006
Sterling Audio (standard characters)	Pending	78/650,328	6/14/2005
Sticks & Stones	Pending	77/099,900	2/6/2007
Strobel	Pending	77/080,276	1/10/2007
Studio Master	Pending	78/890,454	5/23/2006
Tangent	Pending	78/890,481	5/23/2006
Tantrum	Pending	78/889,858	5/23/2006
Tonecloth	Pending	78/836,323	3/14/2006

EXHIBIT B

United States Patents and Patent Applications

None.