

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Security Interest in Trademarks and Patents (ABL)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KORVAL, Inc.		01/28/2011	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: 80

Property Type	Number	Word Mark
Serial Number:	75666595	ACOUSTIC
Serial Number:	75666596	ACOUSTIC
Serial Number:	75666826	ACOUSTIC
Serial Number:	75751976	ACOUSTIC
Serial Number:	75484774	ACOUSTIC
Serial Number:	75666598	ACOUSTIC
Serial Number:	75666825	ACOUSTIC
Serial Number:	78753268	ADESSO
Serial Number:	77117514	AGAZARIAN
Serial Number:	76425050	ALLORA
Serial Number:	76553505	ARCOLLA CF
Serial Number:	77657835	BAJA
Serial Number:	77949767	BAJA
Serial Number:	76508004	BAJA

CH \$2015.00 75666595

Serial Number:	85046569	BAJA PERCUSSION
Serial Number:	76213685	BANDNOW
Serial Number:	76179933	BELLAFINA
Serial Number:	78673820	BLACK LABEL
Serial Number:	77368318	CONTROL ACOUSTICS
Serial Number:	77659270	DELTALAB
Serial Number:	77659344	DELTALAB
Serial Number:	77659545	DELTALAB
Serial Number:	75424343	DIGITAL REFERENCE
Serial Number:	77083519	DR PRO
Serial Number:	78543269	ESSENTIALS PAK
Serial Number:	77253547	ETUDE
Serial Number:	77515897	ETUDE
Serial Number:	76508003	FLOREA
Serial Number:	76452926	FRETREST
Serial Number:	74506064	FULLERTON
Serial Number:	76314703	FULLERTON
Serial Number:	78903730	G GIARDINELLI
Serial Number:	78903806	G GIARDINELLI
Serial Number:	78903660	GIARDINELLI
Serial Number:	78980875	GIARDINELLI
Serial Number:	78909011	GIARDINELLI
Serial Number:	73471919	GRIME GUTTER
Serial Number:	78903541	HARBINGER
Serial Number:	73149707	JET-TONE
Serial Number:	74084066	JO-RAL
Serial Number:	76179716	KARL WILLHELM
Serial Number:	78755937	KEYTECH
Serial Number:	77117443	LAGUNA
Serial Number:	74112797	LAZER
Serial Number:	76500759	LIVE WIRE
Serial Number:	78460370	LIVE WIRE SOLUTIONS
Serial Number:	78674347	LUCERO
Serial Number:	73591058	LYONS
Serial Number:	78674723	MITCHELL

Serial Number:	77214985	OCDP
Serial Number:	78928970	OCEAN
Serial Number:	77080228	OTTO BENJAMIN
Serial Number:	78570881	PALOMINO
Serial Number:	76500760	PROLINE
Serial Number:	78699383	PULSE
Serial Number:	85068940	R
Serial Number:	77819293	R RAVEN
Serial Number:	77976823	RAVEN
Serial Number:	77805958	RED HOWLER
Serial Number:	74085872	RIA FINE SAXOPHONE & CLARINET MOUTHPIECES
Serial Number:	76592730	ROAD RUNNER
Serial Number:	75428649	ROGUE
Serial Number:	78267643	SILVER CREEK
Serial Number:	78711341	SIMMONS
Serial Number:	77059144	SIMMONS
Serial Number:	78521297	SOUND PERCUSSION
Serial Number:	76572869	SP SOUND PERCUSSION
Serial Number:	77875395	SP SOUND PERCUSSION
Serial Number:	76592729	SPECTRAL
Serial Number:	78650328	STERLING AUDIO
Serial Number:	78785088	STERLING AUDIO
Serial Number:	78756094	STICK BRICK
Serial Number:	77080276	STROBEL
Serial Number:	78981194	TANTRUM
Serial Number:	76574741	VALDESTA
Serial Number:	77640061	VENUE
Serial Number:	77640691	VENUE
Serial Number:	76508005	VERVE
Serial Number:	76571773	W WILLIAMS
Serial Number:	74369783	WOLFPACK

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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

TRADEMARK
REEL: 004483 FRAME: 0498

Phone: 3128623312
Email: patrick.lau@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 North LaSalle
Address Line 2: c/o Patrick Lau, Legal Assistant
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22129-2 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	02/22/2011

Total Attachments: 12

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NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, effective as of January 28, 2011 (this "Notice"), is made by KORVAL, 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, the Grantor is a party to a Security Agreement, dated as of October 9, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among, Guitar Center, Inc. (f/k/a VH MergerSub, Inc.), the other Borrowers, the Facility Guarantors and JPMorgan Chase Bank, N.A., as Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the 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 and Patent Collateral (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"):

(a) 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");

(b) 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");

(c) All agreements, whether written or oral, providing for the grant by or to the 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;

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

(e) 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 Grantor and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

KORVAL, INC.

By: 

Name: Leland Smith

Title: EVP

**COLLATERAL
AGENT:**

JPMORGAN CHASE BANK, N.A.

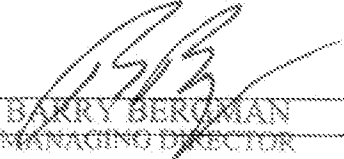






By: 
Name: BARRY BERGMAN
Title: MANAGING DIRECTOR

EXHIBIT A

Trademark Registrations and Applications


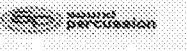




U.S. Federal Trademark Registrations and Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
ACOUSTIC	75/666595	3/11/1999	2309450	1/18/2000	Renewed Section 2(f)
ACOUSTIC	75/666596	3/11/1999	2309451	1/18/2000	Renewed Section 2(f)
ACOUSTIC	75/666826	3/11/1999	2312002	1/25/2000	Renewed
ACOUSTIC	75/751976	7/14/1998	2580641	6/18/2002	Registered
ACOUSTIC & Design 	75/484774	5/13/1998	2294166	11/23/1999	Renewed Partial Section 2(f)
ACOUSTIC & Design 	75/666598	3/11/1999	2470898	7/24/2001	Registered Section 2(f)
ACOUSTIC & Design 	75/666825	3/11/1999	2312001	1/25/2000	Renewed
ADESSO	78/753268	11/14/2005	3158086	10/17/2006	Registered
AGAZARIAN	77/117514	2/27/2007	3490742	8/19/2008	Registered Supplemental Register
ALLORA	76/425050	6/25/2002	2711231	4/29/2003	Registered
ARCOLLA CF	76/553505	10/3/2003	2980482	8/2/2005	Registered
BAJA	77/657835	1/27/2009	3829115	8/3/2010	Registered
BAJA	77/949767	3/3/2010	3863385	10/19/2010	Registered
BAJA & Design 	76/508004	4/21/2003	2913700	12/21/2004	Registered
BAJA PERCUSSION (Stylized Letters) 	85/046569	5/24/2010			Pending
BANDNOW & Design 	76/213685	2/14/2001	2789241	12/2/2003	Registered

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
BELLAFINA	76/179933	12/11/2000	2577867	6/11/2002	Registered
BLACK LABEL & Design	78/673820	7/19/2005	3141551	9/12/2006	Registered
CONTROL ACOUSTICS	77/368318	1/10/2008	3778624	4/20/2010	Registered
DELTALAB	77/659270	1/29/2009	3651105	7/7/2009	Registered
DELTALAB & Design 	77/659344	1/29/2009	3651106	7/7/2009	Registered
DELTALAB & Design 	77/659545	1/29/2009	3647550	6/30/2009	Registered
DIGITAL REFERENCE	75/424343	1/27/1998	2307875	1/11/2000	Renewed
DR PRO & Design 	77/083519	1/16/2007	3296826	9/25/2007	Registered
ESSENTIALS PAK (Stylized Letters) 	78/543269	1/6/2005	3600137	3/31/2009	Registered
ETUDE	77/253547	8/13/2007	3493659	8/26/2008	Registered
ETUDE (Stylized Letters) 	77/515897	7/7/2008	3564603	1/20/2009	Registered
FLOREA (Stylized Letters) 	76/508003	4/21/2003	2819420	3/2/2004	Registered
FRETREST	76/452926	9/25/2002	2884873	9/14/2004	Registered
FULLERTON	74/506064	3/25/1994	1922887	9/26/1995	Renewed
FULLERTON	76/314703	9/19/2001	3261383	7/10/2007	Registered Section 2(f)

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
G GIARDINELLI & Design 	78/903730	6/8/2006	3213513	2/27/2007	Registered
G GIARDINELLI & Design 	78/903806	6/8/2006	3202210	1/23/2007	Registered
GIARDINELLI	78/903660	6/8/2006	3334951	11/13/2007	Registered Section 2(f)
GIARDINELLI	78/980875	5/25/2006	3617701	5/5/2009	Registered Section 2(f)
GIARDINELLI & Design 	78/909011	6/15/2006	3227898	4/10/2007	Registered
GRIME GUTTER	73/471919	3/26/1984	1318025	2/5/1985	Renewed
HARBINGER	78/903541	6/8/2006	3314673	10/16/2007	Registered
JET-TONE	73/149707	11/23/1977	1107200	11/28/1978	Renewed
JO-RAL (Stylized Letters) 	74/084066	8/1/1990	1654877	8/27/1991	Renewed
KARL WILLHELM	76/179716	12/8/2000	2542706	2/26/2002	Registered
KEYTECH (Stylized Letters) 	78/755937	11/17/2005	3158209	10/17/2006	Registered
LAGUNA	77/117443	2/27/2007	3481408	8/5/2008	Registered
LAZER	74/112797	11/2/1990	1692880	6/9/1992	Renewed
LIVE WIRE	76/500759	3/26/2003	2831584	4/13/2004	Registered
LIVE WIRE SOLUTIONS	78/460370	8/2/2004	3234366	4/24/2007	Registered
LUCERO & Design 	78/674347	7/20/2005	3336330	11/13/2007	Registered
LYONS	73/591058	3/31/1986	1446299	7/7/1987	Renewed Section 2(f)

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
MITCHELL (Stylized Letters) 	78/674723	7/20/2005	3129275	8/15/2006	Registered
OCDP & Design 	77/214985	6/25/2007	3503700	9/23/2008	Registered
OCEAN	78/928970	7/13/2006	3455752	6/24/2008	Registered
OTTO BENJAMIN (Stylized Letters) 	77/080228	1/10/2007	3301258	10/2/2007	Registered
PALOMINO	78/570881	2/18/2005	3163884	10/24/2006	Registered
PROLINE	76/500760	3/26/2003	2912130	12/21/2004	Registered
PULSE & Design 	78/699383	8/24/2005	3666807	8/11/2009	Registered
R & Design 	85/068940	6/22/2010			Published (Pending)
R RAVEN & Design 	77/819293	9/3/2009	3827218	8/3/2010	Registered
RAVEN	77/976823	2/27/2007	3617465	5/5/2009	Registered
RED HOWLER	77/805958	8/17/2009	3812122	6/29/2010	Registered
RIA FINE SAXOPHONE & CLARINET MOUTHPIECES & Design 	74/085872	8/8/1990	1682861	4/14/1992	Renewed
ROAD RUNNER & Design 	76/592730	5/17/2004	3159452	10/17/2006	Registered
ROGUE (Stylized Letters) 	75/428649	2/4/1998	2247491	5/25/1999	Renewed
SILVER CREEK	78/267643	6/26/2003	2936992	3/29/2005	Registered
SIMMONS	78/711341	9/12/2005	3246321	5/29/2007	Registered Section 2(f)
SIMMONS & Design 	77/059144	12/7/2006	3377141	2/5/2008	Registered Section 2(f)
SOUND PERCUSSION	78/521297	11/22/2004	3041383	1/10/2006	Registered

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
SP SOUND PERCUSSION & Design 	76/572869	1/30/2004	2932518	3/15/2005	Registered
SP SOUND PERCUSSION & Design 	77/875395	11/18/2009			Published (Pending) Partial Section 2(f)
SPECTRAL	76/592729	5/17/2004	3093672	5/16/2006	Registered
STERLING AUDIO	78/650328	6/14/2005	3568607	1/27/2009	Registered
STERLING AUDIO & Design 	78/785088	1/4/2006	3535461	11/18/2008	Registered
STICK BRICK (Stylized Letters) STICK BRICK	78/756094	11/17/2005	3248576	5/29/2007	Registered
STROBEL (Stylized Letters) <i>Strobel</i>	77/080276	1/10/2007	3328500	11/6/2007	Registered Section 2(f)
TANTRUM	78/981194	5/23/2006	3694306	10/6/2009	Registered
VALDESTA	76/574741	2/6/2004	3007043	10/18/2005	Registered
VENUE	77/640061	12/25/2008	3668869	8/18/2009	Registered
VENUE & Design 	77/640691	12/29/2008	3668873	8/18/2009	Registered
VERVE & Design 	76/508005	4/21/2003	2822780	3/16/2004	Registered
W WILLIAMS & Design 	76/571773	1/26/2004	2996547	9/20/2005	Registered


Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
WOLFPAK & Design 	74/369783	3/18/1993	1804375	11/16/1993	Renewed

EXHIBIT B

Patents and Patent Applications

None.