

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.		04/03/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	85255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2717386	TACOMA
Registration Number:	3480571	SAN DIMAS
Registration Number:	2742262	PARAMOUNT
Registration Number:	2112291	PAPOOSE
Registration Number:	2550382	ORPHEUM
Registration Number:	1484218	CHARVEL BY JACKSON/CHARVEL
Registration Number:	1607429	CHARVEL
Registration Number:	1528339	CHARVEL
Registration Number:	1373706	CHARVEL
Registration Number:	3770995	CHARVEL
Registration Number:	1498558	
Registration Number:	3440691	
Registration Number:	3419613	JACKSON
Registration Number:	1393989	JACKSON

TRADEMARK

OP \$515.00 2717386

Registration Number:	3229410	
Registration Number:	2717387	TACOMA
Registration Number:	3770991	JACKSON
Serial Number:	85783029	ORPHEUM
Registration Number:	2741450	TACOMA GUITARS MADE IN USA THE GREAT NOR
Registration Number:	1570697	JACKSON

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-2292
Email: ksolomon@stblaw.com
Correspondent Name: Zara Ohiorhenuan, 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:	Zara Ohiorhenuan
Signature:	/zo/
Date:	05/17/2013

Total Attachments: 8
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 3, 2013 is made by JACKSON/CHARVEL MANUFACTURING, INC., a Delaware Corporation, located at 17600 N. Perimeter Drive, Suite 100, Scottsdale, AZ 85255 (in such capacity, 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 Term Facility Credit Agreement, dated as of April 3, 2013 (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 April 3, 2013, 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 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 Licenses thereof (including, without limitation, those items listed on Schedule A hereto but excluding Excluded Property) (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 ___ day of April, 2013.

JACKSON/CHARVEL MANUFACTURING, INC.
as Grantor

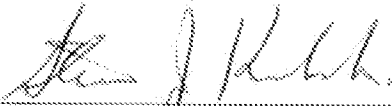
By: 
Name: James Broenen
Title: Chief Financial Officer and Treasurer

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

TRADEMARK
REEL: 005030 FRAME: 0825

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 3rd day of April, 2013.

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

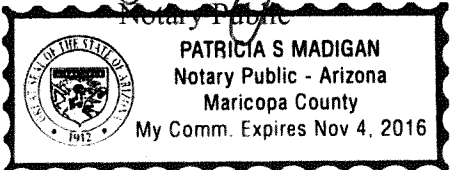
By: 
Name: Steven S. Bluhm
Title: Senior Vice President

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

ACKNOWLEDGMENT OF GRANTOR

STATE OF *ARIZONA*)
) SS
COUNTY OF *MARICOPA*)

On the 29th day of March, 2013, before me personally came James Broenen, who is personally known to me to be the Chief Financial Officer and Treasurer of Jackson/Charvel Manufacturing, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Chief Financial Officer and Treasurer 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.

Patricia S Madigan
Notary Public

(PLACE STAMP AND SEAL ABOVE)

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

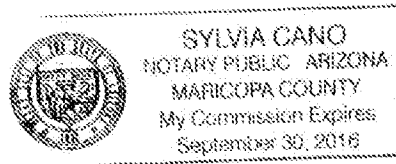
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Arizona)
COUNTY OF Maricopa) ss

On the 3rd day of April, 2013 before me personally came Steven J. Kratoch, who is personally known to me to be the Authorized Vice 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.

Sylvia Cano
Notary Public

(PLACE STAMP AND SEAL ABOVE)



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

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark/Name	Serial No. Registration No.
TACOMA	76/425558 2,717,386
SAN DIMAS	78/312464 3,480,571
PARAMOUNT	75/588630 2,742,262
PAPOOSE	75/196964 2,112,291
ORPHEUM	75/588628 2,550,382
CHARVEL BY JACKSON/CHARVEL AND DESIGN	73/599149 1,484,218
CHARVEL (STYLIZED)	73/799170 1,607,429
CHARVEL AND DESIGN	73/560743 1,528,339
CHARVEL AND DESIGN	73/532341 1,373,706
CHARVEL	77/809573 3,770,995
GUITAR HEADSTOCK PROFILE DESIGN ONLY	73/588312 1,498,558
HEADSTOCK (TACOMA-PAPOOSE) DESIGN ONLY	78/872376 3,440,691
JACKSON	77/196999 3,419,613
JACKSON LOGO	73/532340 1,393,989
PAISLEY DESIGN	78/855,371 3,229,410
TACOMA (STYLIZED)	76/425559 2,717,387
JACKSON	77/809564 3,770,991

ORPHEUM	85/783029
TACOMA GUITARS MADE IN THE USA THE GREAT NORTHWEST AND DESIGN	76/437370 2,741,450
JACKSON	73/745772 1,570,697