

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
ROKR VENTURES, INC.		05/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	3 Park Plaza, Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2710730	GROOVE TUBES
Registration Number:	3222413	GROOVE TUBES GT
Registration Number:	3075054	GT
Registration Number:	2727477	GT ELECTRONICS
Registration Number:	1924490	SOUL-O
Registration Number:	2781195	VIPRE

CORRESPONDENCE DATA

Fax Number: 2027393001
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-739-5652
 Email: chowell@morganlewis.com
 Correspondent Name: Catherine R. Howell, Senior Paralegal
 Address Line 1: 1111 Pennsylvania Ave., N.W.
 Address Line 2: Morgan, Lewis & Bockius LLP
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

CH \$165.00 2710730

TRADEMARK

ATTORNEY DOCKET NUMBER:	066397-05/0461.
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	05/22/2013
Total Attachments: 6 source=JPM Fender - ROKR Trademark Security Agreeme#page1.tif source=JPM Fender - ROKR Trademark Security Agreeme#page2.tif source=JPM Fender - ROKR Trademark Security Agreeme#page3.tif source=JPM Fender - ROKR Trademark Security Agreeme#page4.tif source=JPM Fender - ROKR Trademark Security Agreeme#page5.tif source=JPM Fender - ROKR Trademark Security Agreeme#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 16, 2013 is made by ROKR VENTURES, INC., a Delaware corporation, located at 17600 N. Perimeter Drive, Suite 100, Scottsdale, AZ 85255 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Administrative Agent") for Lenders party to the Amended and Restated Revolving Facility Credit Agreement, dated as of May 14, 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, the Borrower and the Agent, together with the lenders and other agent party thereto, entered into to that certain Revolving Facility Credit Agreement, dated as of June 7, 2007 (as amended or otherwise modified through the date hereof, the "Existing Revolving Facility Agreement");

WHEREAS, the Borrower and the Revolving Facility Agent are parties, together with the Lenders party thereto, to the Credit Agreement, which amends and restates the Existing Revolving Facility Agreement;

WHEREAS, in connection with the Existing Credit Agreement, the Grantor and certain other parties executed and delivered that certain 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 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.

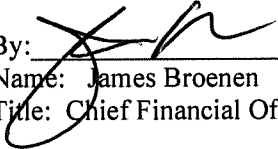
SECTION 4 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and 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 16 day of May, 2013.

ROKR VENTURES, INC., as Grantor

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

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

By: _____
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On the 16 day of MAY, 2013, before me personally came James Broenen, who is personally known to me to be the Chief Financial Officer and Treasurer of ROKR VENTURES, INC., a Delaware corporation; who, being duly sworn, did depose and say that he is the Chief Financial Officer and Treasurer in such corporation, the corporation 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 corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

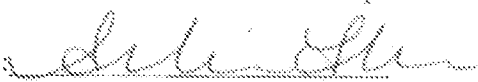
Patricia S Madigan
Notary Public
PATRICIA S MADIGAN
Notary Public - Arizona
Maricopa County
My Comm. Expires Nov 4, 2016
(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 15th day of May, 2013.

ROKR VENTURES, INC., as Grantor

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

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

By: 
Name: Annaliese Fisher
Title: Authorized Officer

[Signature Page to Trademark Security Agreement -- ROKR Ventures, Inc.]

TRADEMARK
REEL: 005032 FRAME: 0663

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark/Name	Serial No. Registration No.
GROOVE TUBES	76/315863 2,710,730
GROOVE TUBES (AND DESIGN)	78/877584 3,222,413
GT (AND DESIGN)	76/389588 3,075,054
GT ELECTRONICS	75/783084 2,727,477
SOUL-O	74/460236 1,924,490
VIPRE	76/315864 2,781,195