

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.		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: 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**

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

**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. Attn: TMSU  
Address Line 2: Morgan, Lewis & Bockius LLP  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-05/0461
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	05/22/2013

**Total Attachments: 7**  
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AMENDED AND RESTATED  
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 16, 2013 is made by JACKSON/CHARVEL MANUFACTURING, 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);

WHEREAS, the Grantor and the Agent are parties to that certain Grant of Security Interest in Trademark Rights, dated as of June 7, 2007 and recorded by the United States Patent and Trademark Office (as amended, supplemented or otherwise modified from time to time, the "Existing Trademark Security Agreement") and are executing this Agreement to amend and restate the Existing Trademark Security Agreement; 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.

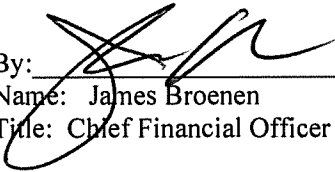
SECTION 5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6 Amendment and Restatement. The parties hereto hereby acknowledge and agree that this Agreement shall constitute an amendment and restatement of the Existing Trademark Security Agreement and intend that neither this Agreement nor the Credit Agreement shall constitute a novation or termination of the Existing Trademark Security Agreement and all security interests previously created and/or perfected by or under the Existing Trademark Security Agreement (including any supplements thereto) shall be in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Existing Trademark Security Agreement.

*[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.

JACKSON/CHARVEL MANUFACTURING, INC.,  
as Grantor

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

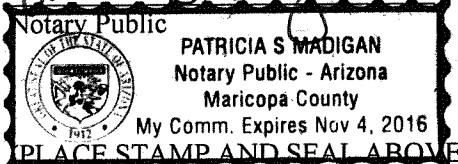
JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss  
)

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 JACKSON/CHARVEL MANUFACTURING, 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.

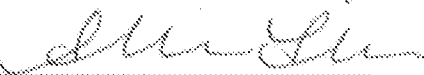
*Patricia S Madigan*  
Notary Public  
  
PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 16<sup>th</sup> day of May, 2013.

JACKSON/CHARVEL MANUFACTURING, 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 Amended and Restated Trademark Security Agreement -- Jackson/Charvel  
Manufacturing, Inc.]

**TRADEMARK**  
**REEL: 005032 FRAME: 0960**

**SCHEDULE A****TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark/Name</b>	<b>Serial No. Registration No.</b>
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

DUPLICATE  
D00204-173508348-NY03.2593120.12  
LA1265141.1

RECORDED: 05/22/2013

TRADEMARK  
REEL: 005032 FRAME: 0962