

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
The Davitt & Hanser Music Co.		06/18/2013	CORPORATION: OHIO
Kustom Musical Amplification Inc.		06/18/2013	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	8044 Montgomery Road
Internal Address:	Suite 350
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2529169	
Registration Number:	2531393	
Registration Number:	2531394	
Registration Number:	2413811	B.C. RICH
Registration Number:	2609794	BEAST
Registration Number:	3072847	
Registration Number:	2431573	BICH
Registration Number:	3212431	BIGGER BRIDGE, BIGGER TONE
Registration Number:	3464165	BUILT ON SOUND
Registration Number:	2531395	
Registration Number:	3467862	DART 10FX
Serial Number:	85700323	DAWN
Registration Number:	3468543	DEEP END

OP \$890.00 2529169

Registration Number:	3335794	DEFENDER
Registration Number:	3551445	DOUBLE BARREL
Registration Number:	3528096	DOUBLE CROSS
Registration Number:	2431574	IRONBIRD
Registration Number:	1600459	KUSTOM
Registration Number:	3391793	MICHAEL KELLY
Serial Number:	75559660	POWERWERKS
Registration Number:	3138277	PROFILE SYSTEM ONE
Registration Number:	2379708	R
Registration Number:	3488510	ROCKFIELD
Registration Number:	3082304	S.O.B. SON OF BEAST
Registration Number:	3175073	SIENNA
Registration Number:	3332116	TOUR GRADE
Registration Number:	3135722	TRABEN
Registration Number:	3070889	VIRGO
Registration Number:	2526790	WARLOCK
Registration Number:	3484780	WIDOW
Registration Number:	2562960	
Registration Number:	2529168	
Registration Number:	2657724	
Registration Number:	2436963	MOCKINGBIRD
Registration Number:	2551757	N.J. SERIES

CORRESPONDENCE DATA

Fax Number: 5132414490

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

Phone: 513-333-5245

Email: efehr@ctks.com

Correspondent Name: Eric W. Fehr

Address Line 1: 250 East Fifth Street

Address Line 2: Suite 2350

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Eric W. Fehr
Signature:	/Eric W. Fehr/
Date:	06/18/2013

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Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
(BEAST) DESIGN	DA7800TM0003 United States of America	36 ORD	75941956 11-Mar-2000	29-Jan-2002	2562960 23-Apr-2002	Registered 23-Apr-2022
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. stringed instruments, namely guitars Attorneys: JMH Client Ref: Agent Ref:					
(IRONBIRD) DESIGN	DA7800TM0003 United States of America	39 ORD	75941960 11-Mar-2000	23-Oct-2001	2529168 15-Jan-2002	Registered 15-Jan-2022
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. stringed instruments, namely guitars Attorneys: JMH Client Ref: Agent Ref:					
(MOCKINGBIRD) DESIGN	DA7800TM0003 United States of America	41 ORD	75941962 11-Mar-2000	23-Oct-2001	2529169 15-Jan-2002	Registered 15-Jan-2022
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. stringed instruments, namely guitars Attorneys: JMH Client Ref: Agent Ref:					
(WARLOCK) DESIGN	DA7800TM0003 United States of America	37 ORD	75941951 11-Mar-2000	30-Oct-2001	2531393 22-Jan-2002	Registered 22-Jan-2022
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. stringed instruments, namely guitars Attorneys: JMH Client Ref: Agent Ref:					

TRADEMARK

REEL: 005050 FRAME: 0004

Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Date	Registration Number Date	Status Next Renewal
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(WIDOW) DESIGN	DA7800TM0003 United States of America	40 ORD	75941961 11-Mar-2000	30-Oct-2001	2531394 22-Jan-2002	Registered 22-Jan-2022
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Owner: Kustom Musical Amplification
 Client: Davitt & Hanser Music Co., Inc
 Agent:

Attorneys: JMH
 Client Ref:
 Agent Ref:

Classes: 15 Int.

Goods: 15 Int. stringed instruments, namely guitars

B.C. RICH	DA7800TM0003 European Community	52 ORD	003206448 28-May-2003	23-Feb-2004	003206448 08-Sep-2004	Registered 28-May-2023
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Owner: Kustom Musical Amplification
 Client: Davitt & Hanser Music Co., Inc
 Agent: Charles Russell Solicitors
 Classes: 15 Int.

Attorneys: JMH
 Client Ref:
 Agent Ref: PWII09862EM

Goods: 15 Int. GUITARS

B.C. RICH	DA7800TM0003 United States of America	30 ORD	75777394 17-Aug-1999	26-Sep-2000	2413811 19-Dec-2000	Registered 19-Dec-2020
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Owner: Kustom Musical Amplification
 Client: Davitt & Hanser Music Co., Inc
 Agent:

Attorneys: JMH
 Client Ref:
 Agent Ref:

Classes: 15 Int.

Goods: 15 Int. guitars

B.C. RICH & Design /	DA7800TM0003 China (People's Republic)	87 ORD			1811671 21-Jul-2002	Registered 21-Jul-2022
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Owner: Kustom Musical Amplification
 Client: Davitt & Hanser Music Co., Inc
 Agent: Insight Intellectual Property Limited
 Classes: 15 Int.

Attorneys: JMH
 Client Ref:
 Agent Ref:

Goods: 15 Int. Class : 15 Int.

Musical instruments; guitars; electronic musical instruments.

Trademark List by Trademark

Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
B.C. RICH & Design	DA7800TM0003 China (People's Republic)	88 ORD	1987035926 03-Apr-1987	29-Nov-1991	1787769 14-Jun-2002	Registered 14-Jun-2022
<p>Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Insight Intellectual Property Limited Classes: 09 Int. Goods: 09 Int. Class : 09 Int. Loudspeakers; compact discs; microphones; phonograph records; record players; apparatus for recording; transmission reproduction of sound; magnetic data carriers.</p>						
B.C. RICH & Design	DA7800TM0003 Japan	25 ORD	1987035926 03-Apr-1987	29-Nov-1991	2445824 31-Aug-1992	Registered 31-Aug-2022
<p>Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Deacons Classes: 15 Int. Goods: 15 Int. acoustic guitars, electric guitars, and other musical instruments; amplifiers for guitars and other musical performance auxiliaries; tuning forks</p>						
BEAST	DA7800TM0003 United States of America	47 ORD	76344412 03-Dec-2001	28-May-2002	2609794 20-Aug-2002	Registered 20-Aug-2022
<p>Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. stringed instruments, namely guitars</p>						
BEAST HEADSTOCK DESIGN	DA7800TM0003 United States of America	59 ORD	78461051 03-Aug-2004	03-Jan-2006	3072847 28-Mar-2006	Registered 28-Mar-2016
<p>Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. Musical instruments, namely, guitars.</p>						

Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
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BICH	DA7800TM0003 United States of America	34 ORD	75941957 11-Mar-2000	05-Dec-2000	2431573 27-Feb-2001	Registered 27-Feb-2021
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Owner: Kustom Musical Amplification
 Client: Davitt & Hanser Music Co., Inc
 Agent:

Attorneys: JMH
 Client Ref:
 Agent Ref:

Classes: 15 Int.

Goods: 15 Int. stringed instruments, namely guitars

BIGGER BRIDGE, BIGGER TONE	DA7800TM0001 United States of America	75 ORD	78691793 12-Aug-2005	12-Dec-2006	3212431 27-Feb-2007	Registered 27-Feb-2017
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Owner: Kustom Musical Amplification
 Client: Davitt & Hanser Music Co., Inc
 Agent:

Attorneys: JMH
 Client Ref:
 Agent Ref:

Classes: 15 Int.

Goods: 15 Int. Class : 15 Int.

Musical instruments, namely, guitars.

BUILT ON SOUND	DA7800TM0001 United States of America	82 ORD	78770482 09-Dec-2005	08-Aug-2006	3464165 08-Jul-2008	Registered 08-Jul-2018
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Owner: Kustom Musical Amplification
 Client: Davitt & Hanser Music Co., Inc
 Agent:

Attorneys: JMH
 Client Ref:
 Agent Ref:

Classes: 15 Int.

Goods: 15 Int. Musical instruments; namely guitars and basses.

CLASSIC DESIGN	DA7800TM0003 United States of America	26 ORD	75942030 11-Mar-2000	30-Oct-2001	2531395 22-Jan-2002	Registered 22-Jan-2022
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Owner: Kustom Musical Amplification
 Client: Davitt & Hanser Music Co., Inc
 Agent:

Attorneys: JMH
 Client Ref:
 Agent Ref:

Classes: 15 Int.

Goods: 15 Int. stringed instruments, namely guitars

Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
DART 10 FX	DA7800TM0002 United States of America	81 ORD	78770449 09-Dec-2005	29-Apr-2008	3467862 15-Jul-2008	Registered 15-Jul-2018
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 09 Int. Goods: 09 Int. Electronic circuitry for musical instrument amplifiers, sound amplification systems, speakers, speaker cabinets, amplifier control panels, and accessories for all of the foregoing.					
DAWN	DA7800TM0002 United States of America	105 ORD	85700323 10-Aug-2012	15-Jan-2013		Published
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 09 Int. Goods: 09 Int. public address system					
DEEP END	DA7800TM0002 United States of America	89 ORD	77019328 12-Oct-2006	30-Oct-2007	3468543 15-Jul-2008	Registered 15-Jul-2018
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 09 Int. Class : 09 Int Goods: 09 Int. Musical instrument amplifiers and sound amplification systems consisting of speakers, speaker cabinets, amplifier control panels, connecting cables, wires, plugs and parts and fittings for all of the foregoing.					
DEFENDER	DA7800TM0002 United States of America	91 ORD	77039287 08-Nov-2006	12-Jun-2007	3335794 13-Nov-2007	Registered 13-Nov-2017
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 09 Int.					

Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
	Goods: 09 Int. Class : 09 Int. Musical instrument amplifiers.					
DOUBLE BARREL	DA7800TM0002 United States of America	94 ORD	77347054 07-Dec-2007	27-May-2008	3551445 23-Dec-2008	Registered 23-Dec-2018
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 09 Int. Goods: 09 Int. Class : 09 Int. Guitar amplifiers.				Attorneys: JMH Client Ref: Agent Ref:	
DOUBLE CROSS	DA7800TM0002 United States of America	92 ORD	77066678 18-Dec-2006	12-Jun-2007	3528096 04-Nov-2008	Registered 04-Nov-2018
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 09 Int. Goods: 09 Int. Class : 09 Int. Speakers and amplifiers.				Attorneys: JMH Client Ref: Agent Ref:	
IRONBIRD	DA7800TM0003 United States of America	33 ORD	75941958 11-Mar-2000	05-Dec-2000	2431574 27-Feb-2001	Registered 27-Feb-2021
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. stringed instruments, namely guitars				Attorneys: JMH Client Ref: Agent Ref:	
K Kustom (Stylized)	DA7800TM0002 Australia	07 ORD	20-Jun-1997		737362 20-Jun-1997	Registered 20-Jun-2017
	Owner: Davitt & Hanser Music Co., Inc Client: Davitt & Hanser Music Co., Inc Agent: Classes: 09 Int.				Attorneys: JMH Client Ref: Agent Ref: NO	

Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
KUSTOM	DA7800TM0002 Canada	102 ORD	1569972 22-Mar-2012	05-Dec-2012	TMA847,321 02-Apr-2013	Registered 02-Apr-2028
	Goods: 09 Int.					
	Owner: Kustom Musical Amplification				Attorneys: JMH	
	Client: Davitt & Hanser Music Co., Inc				Client Ref:	
	Agent:				Agent Ref:	
	Classes:					
	Goods:					
KUSTOM	DA7800TM0002 China (People's Republic)	57 ORD	3792514 11-Nov-2003	21-Jul-2005	3792514 21-Oct-2005	Registered 20-Oct-2015
	Goods: 09 Int.					
	Owner: Davitt & Hanser Music Co., Inc				Attorneys: JMH	
	Client: Davitt & Hanser Music Co., Inc				Client Ref:	
	Agent: Deacons				Agent Ref:	
	Classes: 09 Int.					
	Goods: 09 Int.					
	Goods: 09 Int.					
	Audio amplifiers and loud speakers					
KUSTOM	DA7800TM0002 European Community	09 ORD	000025833 01-Apr-1996		000025833 22-Feb-1999	Registered 01-Apr-2016
	Goods: 09 Int.					
	Owner: Davitt & Hanser Music Co., Inc				Attorneys: JMH	
	Client: Davitt & Hanser Music Co., Inc				Client Ref:	
	Agent:				Agent Ref: NO	
	Classes: 09 Int.					
	Goods: 09 Int.					
KUSTOM	DA7800TM0002 United States of America	08 ORD	73792682 11-Apr-1989		1600459 12-Jun-1990	Registered 12-Jun-2020
	Goods: 09 Int.					
	Owner: Davitt & Hanser Music Co., Inc				Attorneys: JMH	
	Client: Davitt & Hanser Music Co., Inc				Client Ref:	
	Agent:				Agent Ref: NO	
	Classes: 09 Int.					
	Goods: 09 Int.					
	Goods: 09 Int.					
	Audio amplifiers and loudspeakers especially designed and adapted for use with electric guitars					

Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
KUSTOM & Design	DA7800TM0002 Japan	11 ORD	12214496 29-Oct-1996		4263675 16-Apr-1999	Registered 16-Apr-2019
	Owner: Davitt & Hanser Music Co., Inc Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. Class : 15 Int. Loud Speakers for electric guitars and other speakers for electric instruments; amplifiers for electric guitars and other amplifiers for electric instruments.					
KUSTOM in Simplified Chinese Characters	DA7800TM0002 China (People's Republic)	27 ORD	4478731 24-Jan-2005	21-Jul-2007	4478731 21-Oct-2007	Registered 20-Oct-2017
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Insight Intellectual Property Limited Classes: 09 Int. Goods: 09 Int. Audio and sound reproduction and sound transmitting apparatus; amplifiers; speakers; speakers systems; receivers; tuners; audio mixers; modulators.					
MICHAEL KELLY	DA7800TM0001 European Community	103 ORD	010882157 15-May-2012	05-Jul-2012	010882157 12-Oct-2012	Registered 15-May-2022
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. musical instruments, namely, guitars and bass guitars and cases therefor					
MICHAEL KELLY	DA7800TM0001 United States of America	77 ORD	78691759 12-Aug-2005	18-Dec-2007	3391793 04-Mar-2008	Registered 04-Mar-2018
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. Musical instruments; namely guitars, basses and accessories therefor.					

TRADEMARK

REEL: 005050 FRAME: 0011

Trademark List by Trademark

Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
MISCELLANEOUS DESIGN (BICH)	DA7800TM0003 United States of America	38 ORD	75941959 11-Mar-2000	17-Sep-2002	2657724 10-Dec-2002	Registered 10-Dec-2022
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. stringed instruments, namely guitars				Attorneys: JMH Client Ref: Agent Ref:	
MOCKINGBIRD	DA7800TM0003 United States of America	21 ORD	75941955 11-Mar-2000	26-Dec-2000	2436963 20-Mar-2001	Registered 20-Mar-2021
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. stringed instruments, namely guitars				Attorneys: JMH Client Ref: Agent Ref:	
N.J. SERIES	DA7800TM0003 United States of America	35 ORD	75941950 11-Mar-2000	01-Jan-2002	2551757 26-Mar-2002	Registered 26-Mar-2022
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. stringed instruments, namely guitars				Attorneys: JMH Client Ref: Agent Ref:	
POWERWERKS	DA7800TM0002 United States of America	13 ORD	75559660 24-Sep-1998	31-Aug-1999	2294425 23-Nov-1999	Renewed 23-Nov-2019
	Owner: Davitt & Hanser Music Co., Inc Client: Davitt & Hanser Music Co., Inc Agent: Classes: 09 Int. Goods: 09 Int.				Attorneys: JMH Client Ref: Agent Ref: NO	

TRADEMARK

REEL: 005050 FRAME: 0012

Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
PROFILE SYSTEM ONE	DA7800TM0002 United States of America	60 ORD	78596867 29-Mar-2005	24-May-2006	3138277 05-Sep-2006	Registered 05-Sep-2016
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 09 Int. Goods: 09 Int. Musical instrument amplifiers; sound amplification systems, namely speakers, speaker cabinets, amplifier control panels and accessories for all of the foregoing, namely wires and plugs				Attorneys: JMH Client Ref: Agent Ref:	
R (design)	DA7800TM0003 United States of America	31 ORD	75833059 28-Oct-1999		2379708 22-Aug-2000	Registered 22-Aug-2020
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. guitars				Attorneys: JMH Client Ref: Agent Ref:	
R (logo - figurative mark)	DA7800TM0003 European Community	51 ORD	003206471 28-May-2003	11-Oct-2004	003206471 28-Apr-2005	Registered 28-May-2023
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Charles Russell Solicitors Classes: 15 Int. Goods: 15 Int. GUITARS				Attorneys: JMH Client Ref: Agent Ref: PWII09863EM	
ROCKFIELD	DA7800TM0001 United States of America	96 ORD	77387706 04-Feb-2008	03-Jun-2008	3488510 19-Aug-2008	Registered 19-Aug-2018
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 09 Int. Goods: 09 Int. Class : 09 Int. Electronic sound pickups for Guitars.				Attorneys: JMH Client Ref: Agent Ref:	

TRADEMARK

REEL: 005050 FRAME: 0013

Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
S.O.B. SON OF BEAST	DA7800TM0003 United States of America	68 ORD	78612555 20-Apr-2005	24-Jan-2006	3082304 18-Apr-2006	Registered 18-Apr-2016
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. Stringed instruments, namely, guitars.				Attorneys: JMH Client Ref: Agent Ref:	
SIENNA	DA7800TM0002 United States of America	28 ORD	78513081 08-Nov-2004	27-Dec-2005	3175073 21-Nov-2006	Registered 21-Nov-2016
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 09 Int. Goods: 09 Int. Musical instrument amplifiers and sound amplification systems consisting of speakers, speaker cabinets, amplifier control panels, electric plugs, electric cords, electric wires, volume amplifier control pedals and speaker and amplifier volume and effects control knob.				Attorneys: JMH Client Ref: Agent Ref:	
TOUR GRADE	DA7800TM0001 United States of America	84 ORD	78822730 24-Feb-2006	03-Apr-2007	3332116 06-Nov-2007	Registered 06-Nov-2017
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. Musical instrument accessories, namely, carrying and storage bags and cases for musical instruments and musical instrument stands.				Attorneys: JMH Client Ref: Agent Ref:	
TRABEN	DA7800TM0001 European Community	104 ORD	010882165 15-May-2012	05-Jul-2012	010882165 12-Oct-2012	Registered 15-May-2022
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. musical instruments, namely bass guitars and cases therefor				Attorneys: JMH Client Ref: Agent Ref:	

TRADEMARK

REEL: 005050 FRAME: 0014

Trademark List by Trademark

Trademark	Case Number Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
TRABEN	DA7800TM0001 United States of America	78 ORD	78714346 16-Sep-2005	06-Jun-2006	3135722 29-Aug-2006	Registered 29-Aug-2016
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. Stringed instruments, namely bass guitars and cases therefor.					
VIRGO	DA7800TM0003 United States of America	23 ORD	78594454 24-Mar-2005	27-Dec-2005	3070889 21-Mar-2006	Registered 21-Mar-2016
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. Stringed instruments, namely guitars and basses.					
WARLOCK	DA7800TM0003 United States of America	20 ORD	75941954 11-Mar-2000	16-Oct-2001	2526790 08-Jan-2002	Registered 08-Jan-2022
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. stringed instruments, namely guitars					
WIDOW	DA7800TM0003 United States of America	95 ORD	77387680 04-Feb-2008	27-May-2008	3484780 12-Aug-2008	Registered 12-Aug-2018
	Owner: Kustom Musical Amplification Client: Davitt & Hanser Music Co., Inc Agent: Classes: 15 Int. Goods: 15 Int. Class : 15 Int. Guitars					

TRADEMARK

REEL: 005050 FRAME: 0015

SECURITY AGREEMENT

This Security Agreement is made on June 18, 2013 by The Davitt & Hanser Music Co., an Ohio corporation, 3015 Kustom Drive, Hebron KY 41048 ("Debtor") in favor of JPMorgan Chase Bank, N.A., Suite 350, Towers of Kenwood, 8044 Montgomery Road, Cincinnati, Ohio 45236 ("Secured Party"). Reference is made to that Credit Agreement, dated as of the date hereof, by and between Secured Party and Debtor (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

1. Grant of Security Interest. For valuable consideration, receipt of which is hereby acknowledged, and as security for the payment and performance of all Liabilities, Debtor grants, pledges and assigns to Secured Party a security interest in all of Debtor's respective right, title and interest, purchase money as appropriate, in and to the property described below, now or hereafter arising or acquired, wherever located, together with any and all additions, accessions, parts, accessories, substitutions and replacements thereof, now or hereafter installed in, affixed to or used in connection with said property, in all products and proceeds thereof, cash and non-cash, including, but not limited to, proceeds of notes, checks, instruments, indemnity proceeds, or any insurance on such and any refund or rebate of premiums on such, and all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software, owned by Debtor or in which it has an interest that at any time evidences or contains information relating thereto or is otherwise necessary or helpful in the collection thereof or realization thereupon ("Collateral"), to secure the prompt payment and complete performance of the Liabilities (as defined in the Credit Agreement); provided, however, that the Collateral shall not include any Hazardous Materials (as hereinafter defined), except for any Hazardous Materials (a) which are and/or hereafter will be handled, stored and contained in accordance with all applicable Hazardous Materials Laws (as hereinafter defined) and (b) which either (i) are and/or will be hereafter used or useful in the ordinary course of business of Debtor or (ii) have a resale or salvage value which exceeds the cost of disposing of such Hazardous Materials.

The Collateral in which this security interest is granted is all of the Debtor's property described below in reference to which an "x" or check mark has been placed in the box applicable thereto:

- All inventory, merchandise, raw materials, work in process and supplies;
- All accounts, accounts receivables general intangibles, deposit accounts, software, payment intangibles, chattel paper, commercial tort claims, chattel paper, documents, investment property, instruments, letter-of-credit rights, letters of credit, money, private and governmental licenses, permits, approvals and franchises, trademarks, copyrights, patents, and any renewals or replacements thereof and other forms of intangible rights and receivables;
- All goods, software imbedded in goods, equipment, machinery, furnishings and other personal property.
- All fixtures, including trade fixtures used in Debtor's business.

2. Security Liabilities. This Agreement secures, the prompt payment and complete performance in full when due, whether at the stated maturity, by acceleration or otherwise, all

Liabilities of Debtor to Secured Party. It is Debtor's expressed intention that this Agreement and the continuing security interest granted hereby, in addition to covering all present Liabilities of Debtor to Secured Party, shall extend to all future Liabilities of Debtor to Secured Party.

3. Debtor's Place(s) of Business and Location(s) of Collateral. All of Debtor's Place(s) of Business ("Places of Business") and location(s) where Collateral will be kept as follows: 3015 Kustom Drive, Hebron KY 41048, and a certain warehouse located at _____, Fresno, CA _____.

4. Debtor's Doing Business As Names, Trade Names, or Fictitious Names. Debtor is transacting business under the following doing business as new names, trade names or fictitious names: H.H.I. and Hanser Music Group.

5. Representations, Warranties and Covenants. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor's correct legal name is: The Davitt & Hanser Music Co., an Ohio corporation; Business Entity I.D. No. 206850.

(b) At least thirty (30) days prior to the occurrence of any of the following events (or such later date as may be agreed to by Secured Party), Debtor will deliver to Secured Party written notice of such impending events: (i) any addition, deletion or change in Debtor's name, d.b.a., state of incorporation/formation, change of charter/organization number, EIN or SSN, identity or legal structure; and (ii) any addition, deletion or a change in Debtor's Places of Business or Locations.

(c) Except with respect to dispositions or other transfers permitted by the Credit Agreement, Debtor is and will continue to be (or, with respect to after acquired property, will be when acquired), the legal and beneficial owner of the Collateral free and clear of any lien, security interest, mortgage, charge or encumbrance except for the security interest created by this Agreement and/or any other prior security agreement delivered by Debtor to Secured Party. Except as previously disclosed to Secured Party in writing, no effective Uniform Commercial Code ("UCC") financing statement or other instrument covering all or any part of the Collateral is on file in any recording office, except those in favor of Secured Party;

(d) Debtor will join with Secured Party in executing such financing statements, security agreements or other instruments in form reasonably satisfactory to Secured Party upon Secured Party's reasonable request and, in the event for any reason the law of any jurisdiction becomes or is applicable to the Collateral or any part thereof, or to any Liability owed to Secured Party, Debtor agrees to execute and deliver all such instruments and to do all of such other things as may be reasonably necessary or appropriate to preserve, protect and enforce the security interest and lien of Secured Party under the law of such jurisdiction to the extent such security interest would be protected under that jurisdiction's UCC and will pay all reasonable, out of pocket expenses of filing and releasing same in all public offices wherever filing is deemed reasonably necessary or desired by Secured Party;

(e) Debtor will keep the Collateral insured at all times against financial loss by damage, loss, theft, destruction, fire and/or other hazards in a company or companies reasonably satisfactory to Secured Party and in customary amounts and coverages sufficient to protect Secured Party, in its good faith judgment, against loss or damage to said Collateral. Upon request by Secured Party, such policy or policies of insurance will be delivered to Secured Party, together with loss payable clauses in favor of Secured Party as Debtor's interest may appear, in form reasonably satisfactory to Secured Party. Debtor will provide that at least ten (10) days prior written notice of cancellation of any insurance be given to Secured Party by its insurers. If Debtor does not keep the Collateral insured and/or fails to supply Secured Party with evidence of that insurance naming Secured Party as "loss payee", Secured Party shall have the right, in its sole but reasonable discretion to obtain insurance in amounts sufficient to fully protect its interests, upon notifying Debtor. Debtor agrees that Secured Party shall have the right, in its sole but reasonable discretion, to determine the manner in which Debtor shall reimburse Secured Party for the premium for such insurance, including but not limited to (a) requiring Debtor to promptly reimburse Secured Party for the premium and other costs it incurs or (b) adding that amount directly to the principal balance of any of the Liabilities and then either (i) reamortizing the then-outstanding balance over the remaining term of such Obligation(s) or (ii) including that amount with Debtor's final scheduled payment on such Obligation(s). Debtor will pay interest on any amount added to the principal balance at the highest rate set forth in any of such Obligation(s);

(f) Debtor assigns to Secured Party all right to receive such proceeds of insurance not exceeding amounts secured hereby, directs any insurer to pay all such proceeds directly to Secured Party and authorizes Secured Party to endorse any draft for such proceeds. Debtor agrees that Secured Party may, in its sole discretion, apply any insurance proceeds paid to Secured Party to either (i) the repair and restoration of the Collateral or (ii) the then-outstanding balance on any of the Liabilities, but only after an Event of Default has occurred. Provided, however, that in the event of a loss in which Debtor proposes to repair, replace and/or restore the Collateral, Debtor may control the insurance proceeds for that purpose provided: (i) Debtor deposits into an account with Secured Party, the insurance proceeds upon its receipt thereof and such additional funds as are reasonably necessary to repair, replace and/or restore the Collateral; and (ii) Debtor uses its commercially reasonable efforts to promptly, if necessary, repair, replace and/or restore the Collateral;

(g) Debtor will pay promptly when due all taxes, assessments and governmental charges upon or against Debtor, the Collateral or the property or operations of Debtor, in each case before same becomes delinquent and before penalties accrue thereon, unless and to the extent that same are being contested in good faith by appropriate proceedings. At its option, Secured Party may discharge taxes, liens, or security interests or other encumbrances at any time placed on the Collateral and may pay for maintenance and preservation of the Collateral, all at Debtor's expense;

(h) Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted; will use, consume and/or sell the Collateral in carrying on its business in substantially the same manner as is now being conducted; will not sell without the prior written consent of Secured Party or offer to sell or otherwise transfer, pledge or encumber the Collateral outside of the ordinary course of Debtor's business; will not waste or destroy the Collateral; will

allow Secured Party to examine and inspect the Collateral from time to time upon reasonable request, wherever located; and will not remove the Collateral from the Location(s) without the written consent of Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Debtor may dispose of or transfer Collateral to the extent permitted by Section 4.11 of the Credit Agreement;

(i) Debtor will, in the event of appropriation or taking of all or any part of the Collateral, give Secured Party prompt written notice thereof. Secured Party shall be entitled to receive directly, and Debtor shall promptly pay over to Secured Party, any awards or other amounts payable with respect to such condemnation, requisition or other taking and in its sole but reasonable discretion may apply the proceeds as it deems best but only after an event of Default has occurred;

(j) Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or an interest therein;

(k) Debtor is in material compliance with all Federal, State and local laws, statutes, ordinances, regulations, rulings and interpretations relating to industrial hygiene, public health and safety, environmental conditions, the protection of the environment, the release, discharge, emission or disposal to air, water, land or ground water, the withdrawal or use of ground water or the use, handling, disposal, treatment, storage or management of or exposure to Hazardous Materials ("Hazardous Materials Laws"), the violation of which would have a material and adverse effect on its business, its financial condition or the Collateral. The term "Hazardous Materials" means any flammable materials, explosives, radioactive materials, pollutants, toxic substances, hazardous water, hazardous materials, hazardous substances, polychlorinated biphenyls, asbestos, urea formaldehyde, petroleum (including its derivatives, by-products or other hydrocarbons) or related materials or other controlled, prohibited or regulated substances or materials, including, without limitation, any substances defined or listed as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "pollutants" or "toxic substances" under any Hazardous Materials Laws. Debtor has not received any written or oral communication or notice from any judicial or governmental entity nor is it aware of any investigation by any agency for any violation of any Hazardous Materials Law; and

(l) All representations, warranties, covenants and agreements set forth herein and all information furnished by Debtor concerning the Collateral or otherwise in connection with the Liabilities, shall be at the time same is furnished, accurate, correct and complete in all material respects as of the date hereof, on the date upon which Debtor acquires any of the Collateral or any rights therein not presently acquired or existing and shall continue until the Liabilities are paid in full.

6. Events of Default. Any Event of Default as defined in the Credit Agreement shall be deemed an Event of Default hereunder.

7. Rights upon Default. If any Event of Default shall occur and after any applicable notice and cure period, then:

(a) Secured Party may, at its option and without notice, declare the unpaid balance of any or all of the Liabilities immediately due and payable and this Agreement and any or all of the Liabilities in Default;

(b) All payments received by Debtor under or in connection with any of the Collateral shall be held by Debtor in trust for Secured Party, shall be segregated from other funds of Debtor and, at Secured Party's request, shall forthwith upon receipt by Debtor be turned over to Secured Party in the same form as received by Debtor (duly endorsed by Debtor to Secured Party, if required). Any and all such payments so received by Secured Party (whether from Debtor or otherwise) may, in the sole but reasonable discretion of Secured Party, be held by Secured Party, or then or at any time thereafter be applied in whole or in part by Secured Party against, all or any part of the Liabilities in such order as Secured Party may elect.

(c) Secured Party shall have the rights and remedies of a secured party under this Agreement, under any other instrument or agreement securing, evidencing or relating to the Liabilities and under the UCC as adopted in the state where Secured Party's principal office is located or other applicable laws. Without limiting the generality of the foregoing, Secured Party shall have the right to take possession of the Collateral in full or in part and for that purpose Secured Party may enter upon any premises on which the Collateral may be situated and remove the Collateral therefrom;

(d) Without demand of performance or other demand, advertisement or notice of any kind (except the notice(s) specified below regarding the time and place of public sale or disposition or time after which private sale or disposition is to occur) to Debtor, or any other person or entity (all and each of which demands, advertisements and/or notices are hereby expressly waived), Secured Party may forthwith collect, receive, appropriate and realize upon the Collateral, in full or in any part thereof, may abandon, not claim or not take possession of any Collateral, and/or may forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver the Collateral (or contract to do so), or any part thereof, in one or more parcels without assumption of any credit risk. Secured Party shall have the right upon any public sale(s), and, to the extent permitted by law, upon any such private sale(s), to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of Debtor;

(e) Debtor, at Secured Party's request, will assemble the Collateral and make it available to Secured Party at such place(s) as Secured Party may reasonably select, whether at Debtor's Places of Business and/or Locations or elsewhere. Debtor further agrees to allow Secured Party to use or occupy Debtor's Places of Business and/or Locations, without charge, for the purpose of effecting Secured Party's remedies in respect to the Collateral;

(f) Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any or all of the Collateral or in any way relating to the rights of Secured Party hereunder, including attorneys' fees and legal expenses, to the payment in whole or in part of the Liabilities, in such order as Secured Party may elect, and only after or applying over such net proceeds and after the payment

by Secured Party of any other amount required by any provision of law, need Secured Party account for the surplus, if any, to Debtor;

(g) To the extent permitted by applicable law, and except for Secured Party's violation of the terms of this Agreement, Debtor: (i) waives all claims, damages and demands against Secured Party arising out of the repossession, retention, sale or disposition of the Collateral, (ii) waives any right or claim requiring secured party to pursue any third party with respect to enforcement or disposition of the Liabilities or Collateral;

(h) Debtor agrees that Secured Party need not give more than fifteen (15) business days' notice, addressed to Debtor's mailing address set forth above, of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters; and

(i) Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Secured Party is entitled. Without limiting the foregoing, Debtor agrees and acknowledges that it shall be credited only with payments actually made by a purchaser of the Collateral and received by Secured Party, to be applied against balance due and owing under the Liabilities.

8. Processing of Collateral After an Event of Default. Debtor hereby agrees that Secured Party or its designee may do whatever Secured Party in its sole but reasonable discretion deems to be commercially reasonable to prepare any Collateral for disposition and to dispose of any Collateral, including without limitation operating any of Debtor's manufacturing or other processes relating to the Collateral and using patents, copyrights, trademarks, trade names, trade secrets, and the like relating to or affecting such processes or the Collateral and disposition thereof, and that Debtor shall not do anything which would restrict Secured Party's right so to act. Secured Party may transfer Collateral into its name or that of a nominee and receive the dividends, royalties or income thereof. Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom, nor as the preservation of rights against prior parties, nor as to the preservation of any right pertaining thereto.

9. Construction of Rights and Remedies. Unless otherwise expressly provided herein, (a) any right or remedy of Secured Party may be pursued upon prior written notice to Debtor, except where Secured Party reasonably believes that the giving of notice will create a risk of loss or destruction of any Collateral, whereupon Secured Party may proceed without prior notice to Debtor (whereupon notice shall be given to Debtor promptly thereafter); (b) each right or remedy is distinct from but cumulative to each other right or remedy and may be exercised independently or concurrently with, or successively to any other right and remedy; (c) no extension(s) of time and/or modification(s) of amortization of any Liability shall release the liability of or bar the availability of any right or remedy against Debtor, and Secured Party shall not be required to commence proceedings against Debtor or to extend time for payment or otherwise to modify amortization of any Liability; and (d) Secured Party has the right to proceed at its election against any or all of the Collateral, against all such property together or against any items thereof from time to time, and no action against any item(s) of property shall bar subsequent actions against any other item(s) of property.

10. Extensions and Compromises. With respect to any Collateral or any Liability, Debtor assents to all extensions or postponements to the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the release of any party primarily or secondarily liable, to the acceptance of the partial payment thereon or to the settlement or compromise thereof, all in such matter and such time or times as Secured Party may reasonably deem advisable. No forbearance in exercising any right or remedy on any one or more occasions shall operate as a waiver thereof on any future occasion; and no single or partial exercise of any right or remedy shall preclude any other exercise thereof or the exercise of any other right or remedy.

11. Indemnity and Expenses. (a) Debtor agrees to indemnify Secured Party from any and all claims, losses and liabilities growing out of or resulting from this Agreement, except to the limited extent that any such claims, losses and liabilities are proximately caused by the Secured Party's (or its representatives') bad faith, gross negligence or willful misconduct; (b) Debtor will upon demand pay or reimburse Secured Party, as the case may be, the amount of any and all reasonable, out of pocket expenses, including reasonable and documented fees and disbursements of any necessary counsel, experts and agents, which Secured Party may incur in connection with: (i) the administration of this Agreement upon an Event of Default; (ii) the custody, preservation, use or operation of, or the sale of, collections from, or other realization upon, any Collateral upon an event of Default; (iii) the exercise or enforcement of any of the rights of Secured Party hereunder upon an Event of Default; or (iv) the failure by Debtor to perform or observe any of its obligations hereof. Upon Debtor's failure to promptly pay any said amount, Secured Party may add said amount to the principal amount owed on any Liability and charge interest on the same at the rate of interest set forth in said Liability; (c) Except to the limited extent proximately caused by the Secured Party's (or its representatives') bad faith, gross negligence or willful misconduct, Debtor shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Secured Party from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, costs or expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable legal fees) and damages arising out of or as a result of (i) any release, discharge, deposit, dump, spill, leak or placement of any Hazardous Material into or on any Collateral or property owned, leased, rented or used by Debtor (the "Property") at any time; (ii) any contamination of the soil or ground water of the Property or damage to the environment and natural resources of the Property or the result of actions whether arising under any Hazardous Materials Law, or common law; or (iii) any toxic, explosive or otherwise dangerous Hazardous Materials which have been buried beneath or concealed within the Property. The indemnities set forth in this paragraph shall survive termination of this Agreement and shall be effective for the full dollar amount of any said cost, expense, etc., regardless of the actual dollar amount of any Liability(ies). Debtor shall have the right to defend such claims so long as there is no conflict with Secured Party.

12. Miscellaneous. (a) Any notice, statement, request, demand, consent, or other document required to be given hereunder (any of which may be referred to as "notice") by either party shall be in writing and shall be delivered (i) personally, (ii) by certified or registered mail, postage prepaid, return receipt requested, to the last known address of said party or (iii) by fax, email or other electronic transmission so long as the sender receives acknowledgment of receipt by return transmission from the intended recipient of such fax, email or other electronic

transmission. When personally delivered, any notice shall be deemed given when actually received. Except as otherwise provided herein, a notice shall be deemed given when mailed. Any mailed notice given pursuant to this section shall be deemed reasonable and shall be effective, regardless whether actually received; (b) this Agreement shall be construed and interpreted under the laws of the State of Ohio; (c) all terms which are not otherwise defined herein shall have the same meaning as such words are defined under the Uniform Commercial Code, as presently or hereafter in effect under applicable provisions of the Ohio Revised Code; (d) this Agreement shall be binding upon Debtor and Debtor's successors and assigns, as the case may be, and shall be binding upon the inure to the benefit of Secured Party and its successors and assigns. Debtor cannot assign this Agreement without the written consent of the Secured Party; (e) this Agreement may be amended, only by a written amendment signed by Secured Party and Debtor; (f) if any provisions of this Agreement or the application of any provision to any party or circumstance shall, to any extent, be adjudged invalid or unenforceable, the application of the remainder of such provision to such party or circumstance, the application of such provision to other parties or circumstances, and the application of the remainder of this Agreement shall not be affected thereby; (g) the headings contained in this Agreement have been inserted for convenience of reference only and are not be used to interpreting this Agreement; (h) where appropriate, the number of all words in this Agreement shall be both singular and plural and the gender of all pronouns shall be masculine, feminine, neuter, or any combination thereof; (i) a carbon, photographic or other reproduction of this Agreement or a financing statement shall be sufficient as a financing statement and may be filed as such whenever necessary or desirable, in Secured Party's opinion, to perfect the security interest granted by this Agreement; (j) Secured Party may correct patent errors herein, may fill in any blank spaces herein and may date this Agreement; (k) if more than one signer executes this instrument, the word "Debtor" as used herein shall be deemed to include all such signers, and all of the warrants, representations, covenants and obligations hereof shall be joint and several of and for all such signers; (l) this Agreement shall take effect when signed by Debtor; and (m) time is of the essence of all requirements of Debtor and Secured Party hereunder.

The Davitt & Hanser Music Co.

By: *John F. Hanser III*

Its: *PRESIDENT*

SECURITY AGREEMENT

This Security Agreement is made on July 18, 2013 by Kustom Musical Amplification, Inc., an Ohio corporation, 3015 Kustom Drive, Hebron KY 41048 ("Debtor") in favor of JPMorgan Chase Bank, N.A., Suite 350, Towers of Kenwood, 8044 Montgomery Road, Cincinnati, Ohio 45236 ("Secured Party"). Reference is made to that Credit Agreement, dated as of the date hereof, by and between Secured Party and The Davitt & Hanser Music Co., (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

1. Grant of Security Interest. For valuable consideration, receipt of which is hereby acknowledged, and as security for the payment and performance of all Liabilities, Debtor grants, pledges and assigns to Secured Party a security interest in all of Debtor's respective right, title and interest, purchase money as appropriate, in and to the property described below, now or hereafter arising or acquired, wherever located, together with any and all additions, accessions, parts, accessories, substitutions and replacements thereof, now or hereafter installed in, affixed to or used in connection with said property, in all products and proceeds thereof, cash and non-cash, including, but not limited to, proceeds of notes, checks, instruments, indemnity proceeds, or any insurance on such and any refund or rebate of premiums on such, and all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software, owned by Debtor or in which it has an interest that at any time evidences or contains information relating thereto or is otherwise necessary or helpful in the collection thereof or realization thereupon ("Collateral"), to secure the prompt payment and complete performance of the Liabilities (as defined in the Credit Agreement); provided, however, that the Collateral shall not include any Hazardous Materials (as hereinafter defined), except for any Hazardous Materials (a) which are and/or hereafter will be handled, stored and contained in accordance with all applicable Hazardous Materials Laws (as hereinafter defined) and (b) which either (i) are and/or will be hereafter used or useful in the ordinary course of business of Debtor or (ii) have a resale or salvage value which exceeds the cost of disposing of such Hazardous Materials.

The Collateral in which this security interest is granted is all of the Debtor's property described below in reference to which an "x" or check mark has been placed in the box applicable thereto:

- All inventory, merchandise, raw materials, work in process and supplies;
- All accounts, accounts receivables general intangibles, deposit accounts, software, payment intangibles, chattel paper, commercial tort claims, chattel paper, documents, investment property, instruments, letter-of-credit rights, letters of credit, money, private and governmental licenses, permits, approvals and franchises, trademarks, copyrights, patents, and any renewals or replacements thereof and other forms of intangible rights and receivables;
- All goods, software imbedded in goods, equipment, machinery, furnishings and other personal property.
- All fixtures, including trade fixtures used in Debtor's business.

2. Security Liabilities. This Agreement secures, the prompt payment and complete performance in full when due, whether at the stated maturity, by acceleration or otherwise, all liabilities of Debtor to Secured Party, direct or indirect, as guarantor thereof, absolute or

contingent, due or to become due, now existing or hereafter arising including, without limitation, all loans, advances, interest, costs, overdraft indebtedness, credit card indebtedness, lease obligations, all monetary obligations incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations or substitutions of any of the foregoing, whether the Debtor may be liable jointly with others or individually liable as a debtor, maker, co-maker, drawer, endorser, guarantor, surety or otherwise, and whether voluntarily or involuntarily incurred, due or not due, absolute or contingent, direct or indirect, liquidated or unliquidated, and shall include but shall not be limited to Debtor's Unconditional Guaranty in favor of Secured Party dated June __, 2013 which together with any amendments, renewals, modifications, extensions, restatements thereof and replacements or substitutions therefor is hereinafter referred to as the "Guaranty", (each of the forgoing a "Liability and collectively the "Liabilities"). It is Debtor's expressed intention that this Agreement and the continuing security interest granted hereby, in addition to covering all present Liabilities of Debtor to Secured Party, shall extend to all future Liabilities of Debtor to Secured Party.

3. Debtor's Place(s) of Business and Location(s) of Collateral. All of Debtor's Place(s) of Business ("Places of Business") and location(s) where Collateral will be kept as follows: 3015 Kustom Drive, Hebron KY 41048, and a certain warehouse located at _____, Fresno, CA _____.

4. Debtor's Doing Business As Names, Trade Names, or Fictitious Names. Debtor is transacting business under the following doing business as new names, trade names or fictitious names: _____.

5. Representations, Warranties and Covenants. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor's correct legal name is: Kustom Musical Amplification, Inc., an Ohio corporation; Business Entity I.D. No. _____.

(b) At least thirty (30) days prior to the occurrence of any of the following events (or such later date as may be agreed to by Secured Party), Debtor will deliver to Secured Party written notice of such impending events: (i) any addition, deletion or change in Debtor's name, d.b.a., state of incorporation/formation, change of charter/organization number, EIN or SSN, identity or legal structure; and (ii) any addition, deletion or a change in Debtor's Places of Business or Locations.

(c) Except with respect to dispositions or other transfers permitted by the Credit Agreement, Debtor is and will continue to be (or, with respect to after acquired property, will be when acquired), the legal and beneficial owner of the Collateral free and clear of any lien, security interest, mortgage, charge or encumbrance except for the security interest created by this Agreement and/or any other prior security agreement delivered by Debtor to Secured Party. Except as previously disclosed to Secured Party in writing, no effective Uniform Commercial Code ("UCC") financing statement or other instrument covering all or any part of the Collateral is on file in any recording office, except those in favor of Secured Party;

(d) Debtor will join with Secured Party in executing such financing statements, security agreements or other instruments in form reasonably satisfactory to Secured Party upon Secured Party's reasonable request and, in the event for any reason the law of any jurisdiction becomes or is applicable to the Collateral or any part thereof, or to any Liability owed to Secured Party, Debtor agrees to execute and deliver all such instruments and to do all of such other things as may be reasonably necessary or appropriate to preserve, protect and enforce the security interest and lien of Secured Party under the law of such jurisdiction to the extent such security interest would be protected under that jurisdiction's UCC and will pay all reasonable, out of pocket expenses of filing and releasing same in all public offices wherever filing is deemed reasonably necessary or desired by Secured Party;

(e) Debtor will keep the Collateral insured at all times against financial loss by damage, loss, theft, destruction, fire and/or other hazards in a company or companies reasonably satisfactory to Secured Party and in customary amounts and coverages sufficient to protect Secured Party, in its good faith judgment, against loss or damage to said Collateral. Upon request by Secured Party, such policy or policies of insurance will be delivered to Secured Party, together with loss payable clauses in favor of Secured Party as Debtor's interest may appear, in form reasonably satisfactory to Secured Party. Debtor will provide that at least ten (10) days prior written notice of cancellation of any insurance be given to Secured Party by its insurers. If Debtor does not keep the Collateral insured and/or fails to supply Secured Party with evidence of that insurance naming Secured Party as "loss payee", Secured Party shall have the right, in its sole but reasonable discretion to obtain insurance in amounts sufficient to fully protect its interests, upon notifying Debtor. Debtor agrees that Secured Party shall have the right, in its sole but reasonable discretion, to determine the manner in which Debtor shall reimburse Secured Party for the premium for such insurance, including but not limited to (a) requiring Debtor to promptly reimburse Secured Party for the premium and other costs it incurs or (b) adding that amount directly to the principal balance of any of the Liabilities and then either (i) reamortizing the then-outstanding balance over the remaining term of such Obligation(s) or (ii) including that amount with Debtor's final scheduled payment on such Obligation(s). Debtor will pay interest on any amount added to the principal balance at the highest rate set forth in any of such Obligation(s);

(f) Debtor assigns to Secured Party all right to receive such proceeds of insurance not exceeding amounts secured hereby, directs any insurer to pay all such proceeds directly to Secured Party and authorizes Secured Party to endorse any draft for such proceeds. Debtor agrees that Secured Party may, in its sole discretion, apply any insurance proceeds paid to Secured Party to either (i) the repair and restoration of the Collateral or (ii) the then-outstanding balance on any of the Liabilities, but only after an Event of Default has occurred. Provided, however, that in the event of a loss in which Debtor proposes to repair, replace and/or restore the Collateral, Debtor may control the insurance proceeds for that purpose provided: (i) Debtor deposits into an account with Secured Party, the insurance proceeds upon its receipt thereof and such additional funds as are reasonably necessary to repair, replace and/or restore the Collateral; and (ii) Debtor uses its commercially reasonable efforts to promptly, if necessary, repair, replace and/or restore the Collateral;

(g) Debtor will pay promptly when due all taxes, assessments and governmental charges upon or against Debtor, the Collateral or the property or operations of Debtor, in each case before same becomes delinquent and before penalties accrue thereon, unless and to the

extent that same are being contested in good faith by appropriate proceedings. At its option, Secured Party may discharge taxes, liens, or security interests or other encumbrances at any time placed on the Collateral and may pay for maintenance and preservation of the Collateral, all at Debtor's expense;

(h) Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted; will use, consume and/or sell the Collateral in carrying on its business in substantially the same manner as is now being conducted; will not sell without the prior written consent of Secured Party or offer to sell or otherwise transfer, pledge or encumber the Collateral outside of the ordinary course of Debtor's business; will not waste or destroy the Collateral; will allow Secured Party to examine and inspect the Collateral from time to time upon reasonable request, wherever located; and will not remove the Collateral from the Location(s) without the written consent of Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Debtor may dispose of or transfer Collateral to the extent permitted by Section 4.11 of the Credit Agreement;

(i) Debtor will, in the event of appropriation or taking of all or any part of the Collateral, give Secured Party prompt written notice thereof. Secured Party shall be entitled to receive directly, and Debtor shall promptly pay over to Secured Party, any awards or other amounts payable with respect to such condemnation, requisition or other taking and in its sole but reasonable discretion may apply the proceeds as it deems best but only after an event of Default has occurred;

(j) Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or an interest therein;

(k) Debtor is in material compliance with all Federal, State and local laws, statutes, ordinances, regulations, rulings and interpretations relating to industrial hygiene, public health and safety, environmental conditions, the protection of the environment, the release, discharge, emission or disposal to air, water, land or ground water, the withdrawal or use of ground water or the use, handling, disposal, treatment, storage or management of or exposure to Hazardous Materials ("Hazardous Materials Laws"), the violation of which would have a material and adverse effect on its business, its financial condition or the Collateral. The term "Hazardous Materials" means any flammable materials, explosives, radioactive materials, pollutants, toxic substances, hazardous water, hazardous materials, hazardous substances, polychlorinated biphenyls, asbestos, urea formaldehyde, petroleum (including its derivatives, by-products or other hydrocarbons) or related materials or other controlled, prohibited or regulated substances or materials, including, without limitation, any substances defined or listed as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "pollutants" or "toxic substances" under any Hazardous Materials Laws. Debtor has not received any written or oral communication or notice from any judicial or governmental entity nor is it aware of any investigation by any agency for any violation of any Hazardous Materials Law; and

(l) All representations, warranties, covenants and agreements set forth herein and all information furnished by Debtor concerning the Collateral or otherwise in connection with the Liabilities, shall be at the time same is furnished, accurate, correct and complete in all material respects as of the date hereof, on the date upon which Debtor acquires any of the Collateral or

any rights therein not presently acquired or existing and shall continue until the Liabilities are paid in full.

6. Events of Default. Any failure of Debtor to pay or perform its obligations hereunder or the occurrence of any Event of Default as defined in the Credit Agreement, shall be deemed an Event of Default hereunder.

7. Rights upon Default. If any event of Default shall occur and after any applicable notice and cure period, then:

(a) Secured Party may, at its option and without notice, declare the unpaid balance of any or all of the Liabilities immediately due and payable and this Agreement and any or all of the Liabilities in Default;

(b) All payments received by Debtor under or in connection with any of the Collateral shall be held by Debtor in trust for Secured Party, shall be segregated from other funds of Debtor and, at Secured Party's request, shall forthwith upon receipt by Debtor be turned over to Secured Party in the same form as received by Debtor (duly endorsed by Debtor to Secured Party, if required). Any and all such payments so received by Secured Party (whether from Debtor or otherwise) may, in the sole but reasonable discretion of Secured Party, be held by Secured Party, or then or at any time thereafter be applied in whole or in part by Secured Party against, all or any part of the Liabilities in such order as Secured Party may elect.

(c) Secured Party shall have the rights and remedies of a secured party under this Agreement, under any other instrument or agreement securing, evidencing or relating to the Liabilities and under the UCC as adopted in the state where Secured Party's principal office is located or other applicable laws. Without limiting the generality of the foregoing, Secured Party shall have the right to take possession of the Collateral in full or in part and for that purpose Secured Party may enter upon any premises on which the Collateral may be situated and remove the Collateral therefrom;

(d) Without demand of performance or other demand, advertisement or notice of any kind (except the notice(s) specified below regarding the time and place of public sale or disposition or time after which private sale or disposition is to occur) to Debtor, or any other person or entity (all and each of which demands, advertisements and/or notices are hereby expressly waived), Secured Party may forthwith collect, receive, appropriate and realize upon the Collateral, in full or in any part thereof, may abandon, not claim or not take possession of any Collateral, and/or may forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver the Collateral (or contract to do so), or any part thereof, in one or more parcels without assumption of any credit risk. Secured Party shall have the right upon any public sale(s), and, to the extent permitted by law, upon any such private sale(s), to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of Debtor;

(e) Debtor, at Secured Party's request, will assemble the Collateral and make it available to Secured Party at such place(s) as Secured Party may reasonably select, whether at Debtor's Places of Business and/or Locations or elsewhere. Debtor further agrees to allow

Secured Party to use or occupy Debtor's Places of Business and/or Locations, without charge, for the purpose of effecting Secured Party's remedies in respect to the Collateral;

(f) Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any or all of the Collateral or in any way relating to the rights of Secured Party hereunder, including attorneys' fees and legal expenses, to the payment in whole or in part of the Liabilities, in such order as Secured Party may elect, and only after or applying over such net proceeds and after the payment by Secured Party of any other amount required by any provision of law, need Secured Party account for the surplus, if any, to Debtor;

(g) To the extent permitted by applicable law, and except for Secured Party's violation of the terms of this Agreement, Debtor: (i) waives all claims, damages and demands against Secured Party arising out of the repossession, retention, sale or disposition of the Collateral, (ii) waives any right or claim requiring secured party to pursue any third party with respect to enforcement or disposition of the Liabilities or Collateral;

(h) Debtor agrees that Secured Party need not give more than fifteen (15) business days' notice, addressed to Debtor's mailing address set forth above, of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters; and

(i) Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Secured Party is entitled. Without limiting the foregoing, Debtor agrees and acknowledges that it shall be credited only with payments actually made by a purchaser of the Collateral and received by Secured Party, to be applied against balance due and owing under the Liabilities.

8. Processing of Collateral After an Event of Default. Debtor hereby agrees that Secured Party or its designee may do whatever Secured Party in its sole but reasonable discretion deems to be commercially reasonable to prepare any Collateral for disposition and to dispose of any Collateral, including without limitation operating any of Debtor's manufacturing or other processes relating to the Collateral and using patents, copyrights, trademarks, trade names, trade secrets, and the like relating to or affecting such processes or the Collateral and disposition thereof, and that Debtor shall not do anything which would restrict Secured Party's right so to act. Secured Party may transfer Collateral into its name or that of a nominee and receive the dividends, royalties or income thereof. Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom, nor as the preservation of rights against prior parties, nor as to the preservation of any right pertaining thereto.

9. Construction of Rights and Remedies. Unless otherwise expressly provided herein, (a) any right or remedy of Secured Party may be pursued upon prior written notice to Debtor, except where Secured Party reasonably believes that the giving of notice will create a risk of loss or destruction of any Collateral, whereupon Secured Party may proceed without prior notice to Debtor (whereupon notice shall be given to Debtor promptly thereafter); (b) each right or remedy is distinct from but cumulative to each other right or remedy and may be exercised independently or concurrently with, or successively to any other right and remedy; (c) no extension(s) of time

and/or modification(s) of amortization of any Liability shall release the liability of or bar the availability of any right or remedy against Debtor, and Secured Party shall not be required to commence proceedings against Debtor or to extend time for payment or otherwise to modify amortization of any Liability; and (d) Secured Party has the right to proceed at its election against any or all of the Collateral, against all such property together or against any items thereof from time to time, and no action against any item(s) of property shall bar subsequent actions against any other item(s) of property.

10. Extensions and Compromises. With respect to any Collateral or any Liability, Debtor assents to all extensions or postponements to the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the release of any party primarily or secondarily liable, to the acceptance of the partial payment thereon or to the settlement or compromise thereof, all in such matter and such time or times as Secured Party may reasonably deem advisable. No forbearance in exercising any right or remedy on any one or more occasions shall operate as a waiver thereof on any future occasion; and no single or partial exercise of any right or remedy shall preclude any other exercise thereof or the exercise of any other right or remedy.

11. Indemnity and Expenses. (a) Debtor agrees to indemnify Secured Party from any and all claims, losses and liabilities growing out of or resulting from this Agreement, except to the limited extent that any such claims, losses and liabilities are proximately caused by the Secured Party's (or its representatives') bad faith, gross negligence or willful misconduct; (b) Debtor will upon demand pay or reimburse Secured Party, as the case may be, the amount of any and all reasonable, out of pocket expenses, including reasonable and documented fees and disbursements of any necessary counsel, experts and agents, which Secured Party may incur in connection with: (i) the administration of this Agreement upon an Event of Default; (ii) the custody, preservation, use or operation of, or the sale of, collections from, or other realization upon, any Collateral upon an event of Default; (iii) the exercise or enforcement of any of the rights of Secured Party hereunder upon an Event of Default; or (iv) the failure by Debtor to perform or observe any of its obligations hereof. Upon Debtor's failure to promptly pay any said amount, Secured Party may add said amount to the principal amount owed on any Liability and charge interest on the same at the rate of interest set forth in said Liability; (c) Except to the limited extent proximately caused by the Secured Party's (or its representatives') bad faith, gross negligence or willful misconduct, Debtor shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Secured Party from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, costs or expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable legal fees) and damages arising out of or as a result of (i) any release, discharge, deposit, dump, spill, leak or placement of any Hazardous Material into or on any Collateral or property owned, leased, rented or used by Debtor (the "Property") at any time; (ii) any contamination of the soil or ground water of the Property or damage to the environment and natural resources of the Property or the result of actions whether arising under any Hazardous Materials Law, or common law; or (iii) any toxic, explosive or otherwise dangerous Hazardous Materials which have been buried beneath or concealed within the Property. The indemnities set forth in this paragraph shall survive termination of this Agreement and shall be effective for the full dollar amount of any said cost, expense, etc., regardless of the actual dollar amount of any Liability(ies). Debtor shall have the right to defend such claims so long as there is no conflict with Secured Party.

12. Miscellaneous. (a) Any notice, statement, request, demand, consent, or other document required to be given hereunder (any of which may be referred to as "notice") by either party shall be in writing and shall be delivered (i) personally, (ii) by certified or registered mail, postage prepaid, return receipt requested, to the last known address of said party or (iii) by fax, email or other electronic transmission so long as the sender receives acknowledgment of receipt by return transmission from the intended recipient of such fax, email or other electronic transmission. When personally delivered, any notice shall be deemed given when actually received. Except as otherwise provided herein, a notice shall be deemed given when mailed. Any mailed notice given pursuant to this section shall be deemed reasonable and shall be effective, regardless whether actually received; (b) this Agreement shall be construed and interpreted under the laws of the State of Ohio; (c) all terms which are not otherwise defined herein shall have the same meaning as such words are defined under the Uniform Commercial Code, as presently or hereafter in effect under applicable provisions of the Ohio Revised Code; (d) this Agreement shall be binding upon Debtor and Debtor's successors and assigns, as the case may be, and shall be binding upon the inure to the benefit of Secured Party and its successors and assigns. Debtor cannot assign this Agreement without the written consent of the Secured Party; (e) this Agreement may be amended, only by a written amendment signed by Secured Party and Debtor; (f) if any provisions of this Agreement or the application of any provision to any party or circumstance shall, to any extent, be adjudged invalid or unenforceable, the application of the remainder of such provision to such party or circumstance, the application of such provision to other parties or circumstances, and the application of the remainder of this Agreement shall not be affected thereby; (g) the headings contained in this Agreement have been inserted for convenience of reference only and are not be used to interpreting this Agreement; (h) where appropriate, the number of all words in this Agreement shall be both singular and plural and the gender of all pronouns shall be masculine, feminine, neuter, or any combination thereof; (i) a carbon, photographic or other reproduction of this Agreement or a financing statement shall be sufficient as a financing statement and may be filed as such whenever necessary or desirable, in Secured Party's opinion, to perfect the security interest granted by this Agreement; (j) Secured Party may correct patent errors herein, may fill in any blank spaces herein and may date this Agreement; (k) if more than one signer executes this instrument, the word "Debtor" as used herein shall be deemed to include all such signers, and all of the warrants, representations, covenants and obligations hereof shall be joint and several of and for all such signers; (l) this Agreement shall take effect when signed by Debtor; and (m) time is of the essence of all requirements of Debtor and Secured Party hereunder.

Kustom Musical Amplification, Inc.

By: *John F. Bennett*

Its: PRESIDENT