

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights-Term Loan		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/02/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Guitar Center, Inc.		
Street Address:	5795 Lindero Canyon Road		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4080439	GUITAR CENTER PLAYER REWARDS	
Registration Number:	4002515	YOUR NEXT RECORD	
Registration Number:	4143710	MIDNIGHT MADNESS	
Registration Number:	4244815	RECORDING MADE EASY	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-7803		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Jodie Sopher Pimentel, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1359		
NAME OF SUBMITTER:	Jodie Sopher Pimentel		
SIGNATURE:	/jsp/		
DATE SIGNED:	04/16/2014		

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Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS – TERM LOAN**

TERMINATION AND RELEASE dated as of April 2, 2014, from JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Collateral Agent (the “Agent”) to Guitar Center, Inc., a Delaware corporation, located at 5795 Lindero Canyon Road, Westlake Village, California 91362 (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of October 9, 2007, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), a security interest (the “Security Interest”) was granted by the Grantor and certain affiliates of the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Notice of Security Interest in Trademarks and Patents, between the Agent and Grantor dated April 12, 2012 (the “Notice”), Grantor, by reference to the Security Agreement, confirmed the grant of the Security Interest to the Agent specifically in certain Trademark and Patent Collateral;

WHEREAS, the Notice was recorded in the United States Patent and Trademark Office on May 11, 2012 at Reel 4778 and Frame 0423; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark and Patent Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark and Patent Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

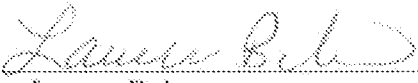
1. Definitions. The term “Trademark Collateral,” as used herein, shall mean all of the Grantor’s right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto. The term “Trademarks” shall have the meaning provided by reference in the Security Agreement and Notice.

2. Release of Security Interest. In accordance with Section 5 of the Notice, the Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, without recourse, representation or warranty, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. Upon the reasonable request of the Grantor, and at the Grantor’s sole cost and expense the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Lauren Baker
Title: Vice President

Schedule A

TRADEMARKS

TITLE	REG. NO./ APP. NO.	CURRENT OWNER
GUITAR CENTER PLAYER REWARDS	4080439	Guitar Center, Inc.
YOUR NEXT RECORD	4002515	Guitar Center, Inc.
MIDNIGHT MADNESS	4143710	Guitar Center, Inc.
RECORDING MADE EASY	4244815	Guitar Center, Inc.