

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FENDER MUSICAL INSTRUMENTS CORPORATION		10/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as 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: 2			
Property Type	Number	Word Mark	
Serial Number:	86014027	FENDER	
Serial Number:	86018938	SQUIER	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
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, D.C. 20004		
ATTORNEY DOCKET NUMBER:	066397-05		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
SIGNATURE:	/Catherine R. Howell/		
DATE SIGNED:	10/07/2014		
Total Attachments: 6			
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SUPPLEMENT NO. 1 TO THE AMENDED
AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

October 2, 2014

WHEREAS, pursuant to the terms of that certain 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, a Delaware corporation (the "Grantor"), the Lenders referred to therein, and JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent"), the Lenders have agreed to make loans to the Grantor;

WHEREAS, 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"; capitalized terms not defined herein shall have the meanings provided or provided by reference in the Credit Agreement and 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 Amended and Restated Grant of Security Interest in Trademark Rights, dated as of May 16, 2013 (as the same may be amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which, the Grantor pledged and granted a continuing security interest in, and a right of setoff against, and agreed 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 to the Agent, for the benefit of the Agent and the Lenders, to secure payment, performance and observance of the Obligations;

WHEREAS, the Grantor has acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement; and

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Grantor since the date of execution of the Trademark Security Agreement.

THEREFORE,

A. The Grantor does hereby pledge and grant a continuing security interest in, and a right of setoff against, and agree 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 added to Schedule A of the Trademark Security Agreement pursuant to paragraph B below, but excluding Excluded Property), to the Agent, for the benefit of the Agent and the Lenders, to secure payment, performance and observance of the Obligations.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to reflect all of the Trademarks in and to which the Grantor has granted a continuing security interest to the Agent, for the benefit of the Agent and the Lenders, pursuant to the terms of the Trademark Security Agreement, the Guarantee and Collateral Agreement, and the Credit Agreement.

C. The Trademarks listed on Schedule 1 hereto hereby supplement those set forth on Schedule A to the Trademark Security Agreement.

This Supplement 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.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

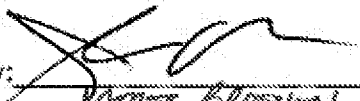
Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by the Grantor.

The execution and filing of this Supplement, and the addition of the Trademarks set forth herein are not intended by the parties to derogate from, or extinguish, any of the Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Grantor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Grantor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Supplement No. 1 to the Amended and Restated Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers as of the date first set forth above.

FENDER MUSICAL INSTRUMENTS CORPORATION,
as Grantor

By: 
Name: JAMES QUIEN
Title: CFO

JPMORGAN CHASE BANK, N.A.,
as Agent


By: _____
Name: Annaliese Fisher
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Supplement No. 1 to the Amended and Restated Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers as of the date first set forth above.

FENDER MUSICAL INSTRUMENTS CORPORATION,
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Annaliese Fisher
Title: Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On the 2 day of OCTOBER, 2014, before me personally came JAMES BOEVEN, who is personally known to me to be the CEO of FENDER MUSICAL INSTRUMENTS CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that he is the CEO 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 Madigan
Notary Public



SCHEDULE 1

TRADEMARKS

A. Trademark Applications

<u>Trademark</u>	<u>Applicant</u>	<u>Jurisdiction</u>	<u>Application No./Registration No.</u>	<u>Filing Date</u>
FENDER In Class 33	Fender Musical Instruments Corporation	USA	Serial No. 86014027	July 18, 2013
SQUIER In Class 9	Fender Musical Instruments Corporation	USA	Serial No. 86018938	July 24, 2013