

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331452

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Grant of Security Interest in Trademark Rights recorded at Reel 5029/Frame 0381

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		02/06/2015	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	KMC Music, Inc. (f/k/a Kaman Music Corporation)
Street Address:	55 Griffin Road South
City:	Bloomfield
State/Country:	CONNECTICUT
Postal Code:	06002
Entity Type:	CORPORATION: CONNECTICUT

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2003214	AMIGO
Registration Number:	2038980	ANGEL
Registration Number:	1913090	BARCUS-BERRY
Registration Number:	1530807	CALIFORNIAN
Registration Number:	1529646	CHAPARRAL
Registration Number:	1116015	CONSERVARTE
Registration Number:	3002333	EL DIABLO 100
Registration Number:	2444055	GENZ BENZ
Registration Number:	1195669	HAMER
Registration Number:	4677611	HILO
Registration Number:	1513522	J.B. PLAYER
Registration Number:	1539279	J.BALATON
Registration Number:	4420859	JASMINE
Registration Number:	4254215	KMC MUSIC
Registration Number:	2446311	KMCONLINE
Registration Number:	3602405	LAUREN
Registration Number:	1504813	LAUREN
Registration Number:	1264036	LOTUS

CH \$890.00 2003214

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2145379	MATCHMAKER
Registration Number:	1521748	MATRIX
Registration Number:	4491247	MBT
Registration Number:	1800643	MBT
Registration Number:	1914823	
Registration Number:	2707903	MONACO
Registration Number:	2142439	MUSICORP
Registration Number:	1512621	PROFESSIONAL SERIES
Serial Number:	86384912	REGIMENT
Registration Number:	2908623	SHENANDOAH
Registration Number:	3674286	SHENANDOAH COMPAK
Registration Number:	3541066	SHUTTLE
Registration Number:	1370070	SLAMMER
Registration Number:	1554463	STAGELINE
Registration Number:	4017122	STREAMLINER
Registration Number:	2805895	TRANZAMP
Registration Number:	3169991	VIBRATO AE

CORRESPONDENCE DATA

Fax Number: 9494754754

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.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie S. Kann, Senior Paralegal

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 31343-00004

NAME OF SUBMITTER: Stephanie S. Kann

SIGNATURE: /stephanie s. kann/

DATE SIGNED: 02/06/2015

Total Attachments: 5

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PARTIAL RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Partial Release of Grant of Security Interest in Trademark Rights (this "Partial Release") is made as of February 6, 2015, by JPMorgan Chase Bank, N.A., a National Banking Association, located at 1111 Fannin Street, Floor 10, Houston, Texas 77002, in its capacity as Administrative Agent under (and as defined in) the Security Agreement referred to below (the "Secured Party") for the benefit of KMC Music, Inc. (f/k/a Kaman Music Corporation), a Connecticut corporation, located at 55 Griffin Road South, Bloomfield, Connecticut 06002, (the "Debtor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

W I T N E S S E T H:

WHEREAS, the Debtor and the Secured Party are parties to that certain Grant of Security Interest in Trademark Rights dated as of April 3, 2013 (as supplemented by Supplement No. 1 to the Grant of Security Interest in Trademark Rights dated as of October 2, 2014 and as may be amended, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party for the benefit of the Secured Party and the Lenders a continuing security interest in, and a right of setoff against, among other things, all of Debtor's right, title and interest in, to and under the Trademarks and exclusive Licenses thereof, including certain Trademarks set forth on Schedule I hereto (the "Released Trademarks"), to secure payment, performance and observance of the Obligations;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5029 and Frame 0381 on May 17, 2013 and Supplement No. 1 to the Grant of Security Interest in Trademark Rights dated as of October 2, 2014 was recorded in the United States Patent and Trademark Office at Reel 5380 and Frame 0666 on October 14, 2014; and

WHEREAS, the Debtor has requested that the Secured Party release, and the Secured Party is willing to release the entirety of, subject to the terms hereof, its security interest solely with respect to the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. The Secured Party does hereby terminate, release and discharge the entirety of any and all security interests granted under the Security Agreement that it may have in, to, and under the Released Trademarks.

Any right, title or interest of the Secured Party in such Released Trademarks shall hereby terminate, cease and become void. The Secured Party hereby assigns, transfers and conveys any and all right, title or interest of the Secured Party in such Released Trademarks to the Debtor.

2. This Partial Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Security Agreement (the "Retained Collateral"). The Secured Party retains all security interests, liens, rights, titles and interests pledged and granted to the Secured Party under the Security Agreement with respect to all such

Retained Collateral, and the Secured Party's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release.

3. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Debtor's sole cost and expense, as may be reasonably necessary to effect the release of the Released Trademarks contemplated hereby.

4. This Partial Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. This Partial Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Partial Release of Grant of Security Interest in Trademark Rights to be executed and delivered as of the date first written above.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Steven J. Krakoski
Title: Senior Vice President

SCHEDULE I – Released Trademarks

U.S. Trademark Registrations and Applications

Mark	Application/Registration Number
AMIGO	2003214
ANGEL AND DESIGN	2038980
BARCUS-BERRY	1913090
CALIFORNIAN	1530807
CHAPARRAL	1529646
CONSERVARTE (Stylized)	1116015
EL DIABLO 100 AND DESIGN	3002333
GENZ BENZ	2444055
HAMER	1195669
HILO	4677611
J.B. PLAYER	1513522
J. BALATON (Stylized)	1539279
JASMINE	4420859
KMC MUSIC	4254215
KMCONLINE	2446311
LAUREN	3602405
LAUREN (Stylized)	1504813
LOTUS	1264036
MATCHMAKER	2145379
MATRIX	1521748
MBT [‡]	4491247
MBT (Stylized) [‡]	1800643
DESIGN ONLY	1914823
MONACO	2707903
MUSICORP	2142439
PROFESSIONAL SERIES	1512621
REGIMENT	86/384912
SHENANDOAH	2908623
SHENANDOAH COMPAK	3674286
SHUTTLE	3541066
SLAMMER	1370070
STAGELINE	1554463
STREAMLINER	4017122

[‡] Release of the security interest in the rights to the MBT and MBT (stylized) trademarks was executed on December 22, 2014.

Mark	Application/Registration Number
TRANZAMP (Stylized)	2805895
VIBRATO AE	3169991