

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		02/13/2015	National Banking Association:
RECEIVING PARTY DATA			
Name:	KMC Music, Inc.		
Street Address:	55 Griffin Road South		
City:	Bloomfield		
State/Country:	CONNECTICUT		
Postal Code:	06002		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2961161	COOL TUBE	
Registration Number:	4189062	PALATHETIC	
Registration Number:	1799282	SANTA FE	
Registration Number:	1013882	TAKAMINE	
Registration Number:	1044104	TAKAMINE	
CORRESPONDENCE DATA			
Fax Number:	8606328269		
<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:	8606327200		
Email:	ENGEL@MKGIP.COM		
Correspondent Name:	MKG, LLC		
Address Line 1:	306 INDUSTRIAL PARK ROAD		
Address Line 2:	SUITE 206		
Address Line 4:	Middletown, CONNECTICUT 06457		
ATTORNEY DOCKET NUMBER:	1738-0015		
NAME OF SUBMITTER:	Robert L. Rispoli		
SIGNATURE:	/Robert L. Rispoli/		
DATE SIGNED:	02/20/2015		

OP \$140.00 2961161

Total Attachments: 8

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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 13, 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: Nataly Marks
Name: Nataly Marks
Title: Executive Director

[SIGNATURE PAGE TO PARTIAL RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS --
KMC Music, Inc.]

TRADEMARK
REEL: 005463 FRAME: 0494

SCHEDULE I – Released Trademarks

U.S. Trademark Registrations

Mark	Registration Number
COOL TUBE	2,961,161
PALATHETIC	4,189,062
SANTA FE	1,799,282
TAKAMINE	1,013,882
TAKAMINE (Stylized)	1,044,104

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 13, 2015, by JPMorgan Chase Bank, N.A., 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 May 16, 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 has granted to the Secured Party for the benefit of the Secured Party and the Lenders a security interest in, among other things, certain Trademarks and Trademark Licenses, including the Trademarks set forth on Schedule I hereto (the "Released Trademarks");

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5032 and Frame 0558 on May 22, 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 5379 and Frame 0670 on October 13, 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, and claims of security interest, in 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 that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement to the Released Trademarks.
2. To the extent the Secured Party shall be deemed to have any right, title or interest in or to the Released Trademarks, the Secured Party hereby reassigns, retransfers and reconveys, without representation or warranty, any and all such right, title or interest of the Secured Party in such Released Trademarks to the Debtor.
3. 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. Except as expressly modified hereby, the Security Agreement shall remain in full force and effect in accordance with the provisions thereof on the date hereof.

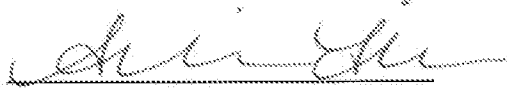
4. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Debtor's sole cost and expense, as may be reasonably necessary to affect the release of the Released Trademarks contemplated hereby.

5. 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.

6. 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:
Title:

SCHEDULE I – Released Trademarks

U.S. Trademark Registrations

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