

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KMC Music, Inc.		01/30/2015	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Takamine Gakki Co., Ltd.		
Street Address:	3370-1 Sakashita		
Internal Address:	Nakatsugawa-Shi		
City:	Gifu-Ken		
State/Country:	JAPAN		
Postal Code:	509-9296		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1013882	TAKAMINE	
Registration Number:	1044104	TAKAMINE	
Registration Number:	4189062	PALATHETIC	
Registration Number:	2961161	COOL TUBE	
Registration Number:	1799282	SANTA FE	
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/		

OP \$140.00 1013882

DATE SIGNED:	02/26/2015
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Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Intellectual Property Assignment") is made effective as of January 30, 2015 (the "Effective Date") by and between Takamine Gakki Co., Ltd. ("Takamine Gakki" or "Assignee"), a Japanese corporation with its principal place of business at 3370-1 Sakashita, Nakasugawa-Shi, Gifu-Ken Japan 509-9296, and KMC Music, Inc. ("KMC"), a Connecticut corporation with its principal place of business at 55 Griffin Road South, Bloomfield, Connecticut 06002, and Fender Musical Instruments Corporation ("FMIC"), a Delaware corporation with its principal place of business at 17600 North Perimeter Drive, Suite 100, Scottsdale, Arizona 85255 (KMC and FMIC collectively referred to herein as "Assignor"), each of Takamine Gakki, KMC and FMIC to be known as (a "Party") and collectively (the "Parties"). This Intellectual Property Assignment is being entered into pursuant to that certain Settlement Agreement dated as of the Effective Date by and between the Parties (the "Settlement Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Settlement Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, the Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and its successors and assigns, all rights, title and interest in and to all intellectual property owned, held or claimed by Assignor relating to the Takamine brand, if any (the "Takamine Brand"), including, but not limited to all right, title and interest worldwide in, to and under the U.S. federal trademark registrations and the common law trademarks, to the extent that the Assignor has common law trademark rights therein, as listed in Exhibit A attached hereto and made a part hereof (the "Trademarks"), and any and all domain names relating to Takamine, including, but not limited to the URL: www.takamine.com (the "Domain Names") (the Takamine Brand, the Trademarks, and the Domain Names collectively referred to herein as the "Intellectual Property"), together with all of the goodwill associated with such Intellectual Property.

In the event of any conflict or inconsistency between the terms of this Intellectual Property Assignment and the terms of the Settlement Agreement, the terms of the Settlement Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Settlement Agreement.

This Assignment may be executed in one or more counterparts (including by means of facsimile or scanned signature pages) all of which, when taken together, shall constitute one and the same instrument.

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H. T. J.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Assignment as set forth herein below.

ACCEPTED AND AGREED:

Takamine Gakki Co., Ltd.

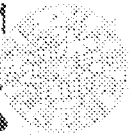
Signature: [Handwritten Signature]

Printed Name: HAYAMI, TATE

Title: President

Date: February 16, 2015

岐阜県中津川市坂下3370番地1
株式会社 高峰楽器製作所
代表取締役 橋本 勇己



TAKAMINE GAKKI CO., LTD. CORPORATE STAMP

KMC Music, Inc.

Signature: [Handwritten Signature]

Printed Name: James BRIGANEN

Title: CEO

Date: 2/13/15

Fender Musical Instruments Corporation

Signature: [Handwritten Signature]

Printed Name: James BRIGANEN

Title: CEO

Date: 2/13/15

H-T/A

EXHIBIT A

TRADEMARKS

Mark	US Registration Serial No.
TAKAMINE	1,013,882
<i>Takamine</i>	1,044,104
PALATHETIC	1,159,093
PALATHETIC	4,189,062
COOL TUBE	2,961,161
SANTA FE	1,799,282
Think Acoustic, Live Electric. Play Takamine	N/A
Takamine: The Hardest Working Guitar	N/A
Sound Choice Program	N/A
G Series	N/A
Natural Series	N/A
Super Natural Series	N/A
Advanced Natural Series	N/A
Nashville Series (TNV/ENV)	
Tradesman Series	N/A
NEX/NEXC	N/A
FXC	
Taka-mini	N/A
CTP-2	N/A
CT4B/CT4BH	N/A
CT4-DX	N/A

H-T-17