

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415258

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JACKSON/CHARVEL MANUFACTURING, INC.		02/03/2017	Corporation: DELAWARE
FENDER MUSICAL INSTRUMENTS CORPORATION		02/03/2017	Corporation: DELAWARE
ROKR VENTURES, INC.		02/03/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 106

Property Type	Number	Word Mark
Registration Number:	1498558	
Registration Number:	4438223	AURISONICS
Registration Number:	3596185	BANDMASTER
Registration Number:	4094478	BASSMAN
Registration Number:	0841570	BASSMAN
Registration Number:	4977620	BLACKIE
Registration Number:	1208182	BULLET
Registration Number:	0902917	CHAMP
Registration Number:	3770995	CHARVEL
Registration Number:	1528339	CHARVEL
Registration Number:	1373706	CHARVEL
Registration Number:	1607429	CHARVEL
Registration Number:	1484218	CHARVEL BY JACKSON/CHARVEL

CH \$2665.00 1498558

Property Type	Number	Word Mark
Registration Number:	1092692	DELUXE REVERB
Registration Number:	2851987	DURA-TONE
Registration Number:	2635525	ESQUIRE
Registration Number:	2144833	F
Registration Number:	1864250	F
Registration Number:	1864249	F
Registration Number:	3060024	FENDER
Registration Number:	5059370	FENDER
Registration Number:	4540483	FENDER
Registration Number:	4396304	FENDER
Registration Number:	4395387	FENDER
Registration Number:	4302401	FENDER
Registration Number:	4151702	FENDER
Registration Number:	4151704	FENDER
Registration Number:	4151706	FENDER
Registration Number:	3419612	FENDER
Registration Number:	3873690	FENDER
Registration Number:	0805075	FENDER
Registration Number:	0805510	FENDER
Registration Number:	1256824	FENDER
Registration Number:	1715905	FENDER
Registration Number:	2385810	FENDER
Registration Number:	2237850	FENDER
Registration Number:	3873692	FENDER
Registration Number:	3873691	FENDER
Registration Number:	2164470	FRONTMAN
Registration Number:	3075054	GT
Registration Number:	3222413	GROOVE TUBES GT
Registration Number:	2710730	GROOVE TUBES
Registration Number:	2727477	GT ELECTRONICS
Registration Number:	2163733	
Registration Number:	1148870	
Registration Number:	1148869	
Registration Number:	1123677	J BASS
Registration Number:	3419613	JACKSON
Registration Number:	3770991	JACKSON
Registration Number:	1393989	JACKSON
Registration Number:	1999897	JAG-STANG

Property Type	Number	Word Mark
Registration Number:	1999898	JAGUAR
Registration Number:	0882884	JAZZ BASS
Registration Number:	3415436	JAZZ BASS
Registration Number:	2438508	JAZZMASTER
Registration Number:	3450068	K&F
Registration Number:	3488514	
Registration Number:	3488511	
Registration Number:	3440691	
Registration Number:	3229410	
Registration Number:	1998339	MUSTANG
Registration Number:	2727355	NOCASTER
Registration Number:	1062732	P BASS
Registration Number:	2112291	PAPOOSE
Registration Number:	2742262	PARAMOUNT
Registration Number:	5012579	PARAMOUNT
Registration Number:	3744616	PASSPORT
Registration Number:	2226635	PASSPORT
Registration Number:	0884159	PRECISION BASS
Registration Number:	3415437	PRECISION BASS
Registration Number:	0899103	PRINCETON
Registration Number:	2011032	RELIC
Registration Number:	3934903	ROAD WORN
Registration Number:	3480571	SAN DIMAS
Registration Number:	2364960	SFX
Registration Number:	0840360	SHOWMAN
Registration Number:	2609761	SHOWMASTER
Registration Number:	1924490	SOUL-O
Registration Number:	1304958	SQUIER
Registration Number:	4504760	SQUIER
Registration Number:	4403933	SQUIER
Registration Number:	2846744	STARCASTER
Registration Number:	3420498	STARCASTER
Registration Number:	1058385	STRAT
Registration Number:	0839997	STRATOCASTER
Registration Number:	3412528	STRATOCASTER
Registration Number:	3873693	STRATOCASTER
Registration Number:	1475757	SUNN
Registration Number:	0859230	SUNN

Property Type	Number	Word Mark
Registration Number:	1025208	SUPER BULLETS
Registration Number:	1113463	SUPER REVERB
Registration Number:	2417539	SWR
Registration Number:	2417538	SWR
Registration Number:	2717386	TACOMA
Registration Number:	2717387	TACOMA
Registration Number:	1058386	TELE
Registration Number:	0871794	TELECASTER
Registration Number:	3415433	TELECASTER
Registration Number:	3873694	TELECASTER
Registration Number:	2774155	THE SPIRIT OF ROCK-N-ROLL
Registration Number:	3873695	THE SPIRIT OF ROCK-N-ROLL
Registration Number:	1836097	TONE MASTER
Registration Number:	0998105	TWIN REVERB
Registration Number:	0899105	VIBRO CHAMP
Registration Number:	1819804	VIBRO-KING
Registration Number:	0899104	VIBROLUX

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5094

Email: jnull@stblaw.com

Correspondent Name: Linda Nyberg

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1329
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	02/07/2017

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 3, 2017, is made by JACKSON/CHARVEL MANUFACTURING, INC., a Delaware corporation, FENDER MUSICAL INSTRUMENTS CORPORATION, a Delaware corporation, and ROKR VENTURES, INC., a Delaware corporation, each located at 17600 North Perimeter Drive, Suite 100, Scottsdale, AZ 85255 (each, a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of February 3, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FENDER MUSICAL INSTRUMENTS CORPORATION ("Borrower"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, each Grantor and certain other parties have executed and delivered a Guarantee and Collateral Agreement, dated as of February 3, 2017, 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");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor pledged and granted to the Agent, for the benefit of the Agent, the Lenders and the other Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and exclusive Licenses thereof (other than Excluded Property); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

SECTION 1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2 Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees 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 such Grantor's right, title and interest in, to and under the Trademarks and exclusive Licenses thereof (including, without limitation, those items listed on Schedule A hereto but excluding Excluded Property) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the other Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3 Purpose. This Agreement has been executed and delivered by each 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 Administrative Agent for the benefit of the Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

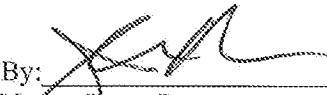
SECTION 4 Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

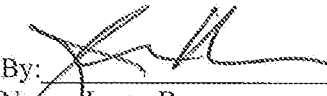
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first set forth above.

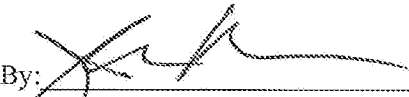
FENDER MUSICAL INSTRUMENTS CORPORATION
as a Grantor

By: 
Name: James Broenen
Title: Treasurer

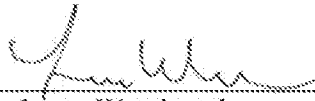
ROKR VENTURES, INC.
as a Grantor

By: 
Name: James Broenen
Title: CEO, CFO & Treasurer

JACKSON/CHARVEL MANUFACTURING, INC.
as a Grantor

By: 
Name: James Broenen
Title: CEO, CFO & Treasurer

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Secured Parties

By: 
Name: Laura Woodward
Title: Vice President

SCHEDULE A

UNITED STATES TRADEMARKS

Registrations and Applications:

Trademark	Owner	Application No.	Registration No.	Registration Date
(CHARVEL) GUITAR HEADSTOCK	JCMI	73588312	1498558	08/02/1988
AURISONICS	FMIC	85432506	4438223	11/26/2013
BANDMASTER	FMIC	77377279	3596185	03/24/2009
BASSMAN	FMIC	85164492	4094478	01/31/2012
BASSMAN	FMIC	72270190	0841570	01/02/1968
BLACKIE	FMIC	86797996	4977620	06/14/2016
BULLET	FMIC	73333186	1208182	09/14/1982
CHAMP	FMIC	72314204	0902917	11/24/1970
CHARVEL	JCMI	77809573	3770995	04/06/2010
CHARVEL & DESIGN	JCMI	73560743	1528339	03/07/1989
CHARVEL & DESIGN	JCMI	73532341	1373706	12/03/1985
CHARVEL (STYLIZED)	JCMI	73799170	1607429	07/24/1990
CHARVEL BY JACKSON/CHARVEL	JCMI	73599149	1484218	04/12/1988
DELUXE REVERB	FMIC	73067288	1092692	06/06/1978
DURA-TONE	FMIC	78189254	2851987	06/08/2004
ESQUIRE	FMIC	78107470	2635525	10/15/2002
F (STYLIZED)	FMIC	74523697	2144833	03/17/1998
F (THICK SCRIPT)	FMIC	74328209	1864250	11/22/1994
F (THIN SCRIPT)	FMIC	74323205	1864249	11/22/1994
FENDER	FMIC	78458293	3060024	02/21/2006
FENDER	FMIC	86934591	5059370	10/11/2016
FENDER	FMIC	86014027	4540483	05/27/2014
FENDER	FMIC	85896707	4396304	09/03/2013
FENDER	FMIC	85818068	4395387	09/03/2013
FENDER	FMIC	85481682	4302401	03/12/2013
FENDER	FMIC	85375387	4151702	05/29/2012
FENDER	FMIC	85375401	4151704	05/29/2012
FENDER	FMIC	85375417	4151706	05/29/2012
FENDER	FMIC	77196985	3419612	04/29/2008
FENDER	FMIC	77084921	3873690	11/09/2010
FENDER	FMIC	72225091	0805075	03/08/1966
FENDER (STYLIZED)	FMIC	72225092	0805510	03/15/1966
FENDER (STYLIZED)	FMIC	73393653	1256824	11/08/1983
FENDER (STYLIZED)	FMIC	74165052	1715905	09/15/1992
FENDER (STYLIZED)	FMIC	74481064	2385810	09/12/2000
FENDER (STYLIZED)	FMIC	75977990	2237850	04/06/1999
FENDER (STYLIZED)	FMIC	77084964	3873692	11/09/2010
FENDER (STYLIZED)	FMIC	77084933	3873691	11/09/2010
FRONTMAN	FMIC	75100259	2164470	06/09/1998
G (STYLIZED)	RVI	76389588	3075054	03/27/2007
G GROOVE TUBES & DESIGN	RVI	78877584	3222413	04/04/2006
GROOVE TUBES	RVI	76315863	2710730	04/29/2003

Trademark	Owner	Application No.	Registration No.	Registration Date
GT ELECTRONICS	RVI	75783084	2727477	06/17/2003
HEADSTOCK (NARROW STRAT)	FMIC	75267362	2163733	06/09/1998
HEADSTOCK (TELECASTER)	FMIC	73070670	1148870	03/24/1981
HEADSTOCK (WIDE STRATOCASTER)	FMIC	73070669	1148869	03/24/1981
J BASS	FMIC	73163650	1123677	08/07/1979
JACKSON	JCMI	77196999	3419613	04/29/2008
JACKSON	JCMI	77809564	3770991	04/06/2010
JACKSON (STYLIZED)	JCMI	73532340	1393989	05/20/1986
JAG-STANG	FMIC	75000050	1999897	09/10/1996
JAGUAR	FMIC	75000051	1999898	09/10/1996
JAZZ BASS	FMIC	72314134	0882884	12/23/1969
JAZZ BASS	FMIC	77196908	3415436	04/22/2008
JAZZMASTER	FMIC	76010261	2438508	03/27/2001
K&F & DESIGN	FMIC	77015321	3450068	06/17/2008
Miscellaneous Design (Electric Guitar Headstock)	FMIC	77391599	3488514	08/19/2008
Miscellaneous Design (Electric Guitar Headstock)	FMIC	77388173	3488511	08/19/2008
Miscellaneous Design (Guitar Peghead)	JCMI	78872376	3440691	06/03/2008
Miscellaneous Design (Paisley Design)	JCMI	78855371	3229410	04/17/2017
MUSTANG	FMIC	75000052	1998339	09/03/1996
NOCASTER	FMIC	78158771	2727355	06/17/2003
P BASS	FMIC	73091720	1062732	04/05/1977
PAPOOSE	JCMI	75196964	2112291	11/11/1997
PARAMOUNT	JCMI	75588630	2742262	07/29/2003
PARAMOUNT	JCMI	86852546	5012579	08/02/2016
PASSPORT	FMIC	77771779	3744616	02/02/2010
PASSPORT & DESIGN	FMIC	75247285	2226635	02/23/1999
PRECISION BASS	FMIC	72314187	0884159	01/13/1970
PRECISION BASS	FMIC	77196975	3415437	04/22/2008
PRINCETON	FMIC	72314321	0899103	09/22/1970
RELIC	FMIC	74632723	2011032	10/22/1996
ROAD WORN	FMIC	77647452	3934903	03/22/2011
SAN DIMAS	JCMI	78312464	3480571	08/05/2008
SFX	FMIC	75376147	2364960	07/04/2000
SHOWMAN	FMIC	72270189	0840360	12/12/1967
SHOWMASTER	FMIC	76339159	2609761	08/20/2002
SOUL-O	RVI	74460236	1924490	10/03/1995
SQUIER	FMIC	73411484	1304958	11/13/1984
SQUIER	FMIC	86018938	4504760	04/01/2014
SQUIER	FMIC	85481811	4403933	09/17/2013
STARCASTER	FMIC	78189245	2846744	05/25/2004
STARCASTER	FMIC	78872033	3420498	04/29/2008
STRAT	FMIC	73091721	1058385	02/08/1977
STRATOCASTER	FMIC	72270186	0839997	12/05/1967
STRATOCASTER	FMIC	77196666	3412528	04/15/2008
STRATOCASTER	FMIC	77084972	3873693	11/09/2010
SUNN	FMIC	73666403	1475757	02/09/1988
SUNN & DESIGN	FMIC	72268240	0859230	10/29/1968
SUPER BULLETS	FMIC	73048297	1025208	11/18/1975

Trademark	Owner	Application No.	Registration No.	Registration Date
SUPER REVERB	FMIC	73067291	1113463	02/20/1979
SWR	FMIC	75893474	2417539	01/02/2001
SWR & DESIGN	FMIC	75893473	2417538	01/02/2001
TACOMA	JCMI	76425558	2717386	05/20/2003
TACOMA (STYLIZED)	JCMI	76425559	2717387	05/20/2003
TELE	FMIC	73091722	1058386	02/08/1977
TELECASTER	FMIC	72314199	0871794	06/24/1969
TELECASTER	FMIC	77196707	3415433	04/22/2008
TELECASTER	FMIC	77084981	3873694	11/09/2010
THE SPIRIT OF ROCK-N-ROLL	FMIC	78127380	2774155	10/14/2003
THE SPIRIT OF ROCK-N-ROLL	FMIC	77084992	3873695	11/09/2010
TONE MASTER	FMIC	74350635	1836097	05/10/1994
TWIN REVERB	FMIC	72450580	0998105	11/12/1974
VIBRO CHAMP	FMIC	72314323	0899105	09/22/1970
VIBRO-KING	FMIC	74390489	1819804	02/08/1994
VIBROLUX	FMIC	72314322	0899104	09/22/1970
FENDER MUSICAL INSTRUMENTS (Arizona State Trade Name)	FMIC		104890	08/14/1991