

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM469848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 1051/0344		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A. (as successor to IBJ Schroder Bank and Trust Company)		04/13/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	GTRC Services, Inc.		
Street Address:	5795 Lindero Canyon Road		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	Corporation: DELAWARE		
Name:	Musician's Friend, Inc.		
Street Address:	5795 Lindero Canyon Road		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1318652		
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	ypan@proskauer.com		
Correspondent Name:	Christine Bae		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		

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ATTORNEY DOCKET NUMBER:	32942-001
NAME OF SUBMITTER:	Christine Bae
SIGNATURE:	/Christine Bae/
DATE SIGNED:	04/13/2018
Total Attachments: 4 source=Trademark Security Release (1051-0344)#page1.tif source=Trademark Security Release (1051-0344)#page2.tif source=Trademark Security Release (1051-0344)#page3.tif source=Trademark Security Release (1051-0344)#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE SECURITY INTEREST IN TRADEMARKS (“**Release**”) is made and effective as of April 13, 2018 and granted by The Bank of New York Mellon Trust Company, N.A. (as successor to IBJ Schroder Bank and Trust Company) (the “**Collateral Agent**”), as collateral agent for the secured parties under the Security Agreement referred to below (the “**Secured Parties**”), in favor of GTRC Services, Inc., a Delaware corporation (“**GTRC**”), and Musician’s Friend, Inc., a Delaware corporation (“**Musician’s Friend**” and together with GTRC, the “**Grantors**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to the Security Agreement, dated August 9, 1993, among the Collateral Agent and the Grantors (the “**Security Agreement**”), each Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 1051, Frame 0344 on August 27, 1993; and

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in the Schedule attached hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Trademarks; and

(c) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Collateral
Agent

By: 

Name: Renee Maron

Title: Authorized Signer

Address for Notices:

The Bank of New York Mellon Trust
Company, N.A.

2 N. LaSalle Street, Suite 700

Chicago, IL 60602


Atten: Corporate Trust Administration

TRADEMARK

REEL: 006358 FRAME: 0836

SCHEDULE

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration/ Application No.	Registration Date	Status	Country	Owner
Design Only 	1318652	February 5, 1985	Registered	U.S.	Musician's Friend, Inc.