

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Musician's Friend, Inc.		12/31/2010	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Guitar Center, 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:	2247491	ROGUE	
CORRESPONDENCE DATA			
Fax Number:	3122226379		
<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:	312/755-3179		
Email:	mhays@agdglaw.com		
Correspondent Name:	Mary Vidal Hays		
Address Line 1:	330 N. Wabash, Ste. 1700		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Mary Vidal Hays		
SIGNATURE:	/Mary Vidal Hays/		
DATE SIGNED:	04/13/2018		
Total Attachments: 2			
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NUNC PRO TUNC ASSIGNMENT

This NUNC PRO TUNC ASSIGNMENT (the "**Trademark Assignment**") is made as of April 12, 2018 by and between Musician's Friend, Inc., a Delaware corporation with an address at 5795 Lindero Canyon Road, Westlake Village, CA ("**Assignor**") on the one hand, and Guitar Center, Inc., a Delaware corporation with an address at 5795 Lindero Canyon Road, Westlake Village, CA (the "**Assignee**") on the other hand.

WHEREAS, Assignor owned all right, title and interest in and to: (a) the trademark registration listed on *Exhibit A* to this Trademark Assignment; and (b) all goodwill associated therewith (collectively, the "**Trademark**"); and

WHEREAS, the Assignee desired to acquire the Trademark.

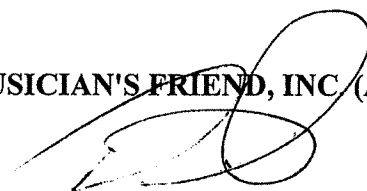
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor agrees that Assignor hereby assigned to Assignee *nunc pro tunc* effective as of December 31, 2010, all right, title and interest in and to the Trademark.

2. Both parties hereby acknowledge and agree that this Trademark Assignment confirms and clarifies the rights of the parties as of December 31, 2010.

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

MUSICIAN'S FRIEND, INC (Assignor)

By:  _____

Printed name: Tim Martin

Title: CFO

GUITAR CENTER, INC. (Assignee)

By:  _____

Printed name: TIM MARTIN

Title: CFO

Exhibit A

Mark	App. No.	Reg. No.	Reg. Date
<i>Rogue</i>	75/428,649	2,247,491	5/25/1999