

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fender Musical Instruments Corporation		01/16/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2519148		
Registration Number:	2519147		
Registration Number:	2508599		
Registration Number:	3627763	BIGSBY	
Registration Number:	0622307	BIGSBY	
Registration Number:	3008124		
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	066397.05-0461		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	01/29/2019		

CH \$165.00 2519148

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 16, 2019 is made by Fender Musical Instruments Corporation, a Delaware corporation, located at 17600 North Perimeter Drive, Suite 100, Scottsdale, AZ 85255 (the “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 Revolving Facility Credit Agreement, dated as of December 6, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FENDER MUSICAL INSTRUMENTS CORPORATION (“Borrower”), the Lenders and the Agent.

WITNESSETH:

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, the Grantor and certain other parties have executed and delivered a Guarantee and Collateral Agreement, dated as of December 6, 2018, 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, the Grantor pledged and granted to the Agent for the benefit of the Agent 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, the 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, the 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. The 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 the 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 the 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 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.

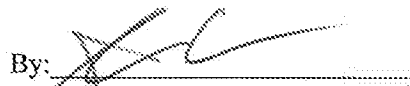
SECTION 4 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the 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 on the date first set forth above.

FENDER MUSICAL INSTRUMENTS
CORPORATION, as Grantor

By: 
Name: James Broenen
Title: Chief Financial Officer & Treasurer

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

By: 

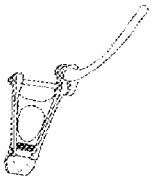
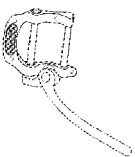
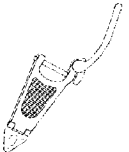
Name: Laura Woodward

Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]


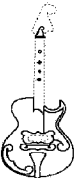
SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Country (US Then Alpha Order)	Mark/Title	Registration Number	Goods & Services	Class	Status	Ref. #/Firm	Type/Image
Fender Musical Instruments Corporation	US	B11 Design	2519148	GUITAR TAILPIECES	IC 015, US 002 021 036	Registered 12/18/01 First Renewal 7/27/11 Expiry 7/27/2021	103909 (Oiff)	
Fender Musical Instruments Corporation	US	B5 Design	2519147	GUITAR TAILPIECES	IC 015, US 002 021 036	Registered 12/18/01 First Renewal 7/27/11 Expiry 7/27/2021	103907 (Oiff)	
Fender Musical Instruments Corporation	US	B6 Design	2508599	GUITAR TAILPIECES	IC 015, US 002 021 036	Registered 11/20/01 First Renewal 7/27/11 Expiry 7/27/2021	103908 (Oiff)	
Fender Musical Instruments Corporation	US	BIGSBY	3627763	INTERACTIVE VIDEO GAME PROGRAM; VIDEO OUTPUT GAME MACHINES FOR USE WITH EXTERNAL DISPLAY SCREEN OR MONITOR	IC 009	Registered 5/26/09 Expiry 5/26/2019	N/A (Goldberg Kohn)	Standard Characters

TRADEMARK

REEL: 006544 FRAME: 0195

Fender Musical Instruments Corporation	US	BIGSBY (Stylized)	0622307	ELECTRIC STEEL GUITARS, ELECTRIC STANDARD GUITARS, ELECTRIC MANDOLINS, FOOT-CONTROLLED VOLUME AND TONE CONTROLS EMPLOYED WITH AMPLIFICATION SYSTEMS ASSOCIATED WITH ELECTRIC STRING INSTRUMENTS, VIBRATO ATTACHMENTS FOR STRING INSTRUMENTS, AND SIGNAL	IC 015, US 036	Registered 2/28/56 4th Renewal 9/3/15 Expiry 9/3/2025	102772 (Ollff)	
Fender Musical Instruments Corporation	US	Design (Bigsby Guitar)	3008124	GUITARS	IC 015, US 002 021 036	Registered 10/25/05 Renewed 5/28/15 Expiry 10/25/2025	107761 (Ollff)	

TRADEMARK