

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632037

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	08/14/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROKR DISTRIBUTION US, INC.	FORMERLY KMC MUSIC, INC.	03/08/2021	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fender Musical Instruments Corporation		
<b>Street Address:</b>	17600 N. Perimeter Drive, Suite 100		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0956751	NATIONAL	
<b>Registration Number:</b>	0444363	NATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123322196		
<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>			
<b>Phone:</b>	3122014000		
<b>Email:</b>	tmapps@goldbergkohn.com		
<b>Correspondent Name:</b>	Marsha Hoover		
<b>Address Line 1:</b>	55 East Monroe, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1719.503		
<b>NAME OF SUBMITTER:</b>	Marsha K. Hoover		
<b>SIGNATURE:</b>	/Marsha K. Hoover/		
<b>DATE SIGNED:</b>	03/15/2021		
<b>Total Attachments: 5</b>			
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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), effective nunc pro tunc as of August 14, 2018, is made by ROKR DISTRIBUTION US, INC., formerly known as KMC MUSIC, INC. ("**Seller**"), a Connecticut Corporation with an address of 55 Griffin Road South, Bloomfield, CT, 06002 in favor of Fender Musical Instruments Corporation, ("**Buyer**"), a Delaware Corporation with an address of 17600 N. Perimeter Drive, Suite 100, Scottsdale, Arizona 85255 (collectively referred to herein as "**the Parties**").

WHEREAS, the Parties have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same

agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

ROKR DISTRIBUTION US, INC.


By:  \_\_\_\_\_  
Signature of James Broenen, 2021-11-09 16:03

Name: James Broenen

Title: President and Treasurer

AGREED TO AND ACCEPTED:

FENDER MUSICAL INSTRUMENTS  
CORPORATION

By:  \_\_\_\_\_  
Signature of James Broenen, 2021-11-09 16:03

Name: James Broenen

Title: CFO

**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
NATIONAL	United States	0956751	April 10, 1973
The word "National" is written in a stylized, cursive script, slanted upwards from left to right.	United States	0444363	December 19, 1950






# Trademark Assignment Agreement (Short Form)

Final Audit Report

2021-03-08

Created:	2021-03-08
By:	Andrea Lewis (drlewis@fender.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnP5YqyT8xr0LEoUQiiRPcJHGBrr7Qwyw

## "Trademark Assignment Agreement (Short Form)" History

-  Document created by Andrea Lewis (drlewis@fender.com)  
2021-03-08 - 10:20:57 PM GMT- IP address: 104.129.198.71
-  Document emailed to James Broenen (jbroenen@fender.com) for signature  
2021-03-08 - 10:26:39 PM GMT
-  Email viewed by James Broenen (jbroenen@fender.com)  
2021-03-08 - 10:27:02 PM GMT- IP address: 98.161.199.190
-  Document e-signed by James Broenen (jbroenen@fender.com)  
Signature Date: 2021-03-08 - 10:39:53 PM GMT - Time Source: server- IP address: 98.161.199.190
-  Agreement completed.  
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