

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807195

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		04/26/2023	Corporation: DELAWARE
Presonus Audio Electronics, Inc.		04/26/2023	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: 9			
Property Type	Number	Word Mark	
Registration Number:	6996785	CUNIFE	
Registration Number:	6996849	FENDER	
Registration Number:	6996173	FENDER	
Registration Number:	6996773	FENDER	
Registration Number:	6996700	FLASH	
Registration Number:	6996802	MUSTANG	
Serial Number:	97386617	PRESONUS	
Serial Number:	97477780	PRESONUS	
Serial Number:	97688064	SUNN	
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		

CH \$240.00 6996785

Address Line 4:	Washington, D.C. 20004
ATTORNEY DOCKET NUMBER:	066397.01.0461
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	05/01/2023
Total Attachments: 6 source=EXECUTED - JPM_Fender - Trademark Security Agreement - ABL (April 2023)#page1.tif source=EXECUTED - JPM_Fender - Trademark Security Agreement - ABL (April 2023)#page2.tif source=EXECUTED - JPM_Fender - Trademark Security Agreement - ABL (April 2023)#page3.tif source=EXECUTED - JPM_Fender - Trademark Security Agreement - ABL (April 2023)#page4.tif source=EXECUTED - JPM_Fender - Trademark Security Agreement - ABL (April 2023)#page5.tif source=EXECUTED - JPM_Fender - Trademark Security Agreement - ABL (April 2023)#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of April 26, 2023 is made by FENDER MUSICAL INSTRUMENTS CORPORATION, a Delaware corporation, located at 1575 North Gower Street, Suite 170, Los Angeles, California 90028, and PRESONUS AUDIO ELECTRONICS, INC., a Delaware corporation, located at 18011 Grand Bay Court, Baton Rouge, Louisiana 70809 (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 Revolving Facility Credit Agreement, dated as of December 6, 2018 (as amended by that certain (i) First Amendment to Revolving Facility Credit Agreement, dated as of December 1, 2021, (ii) Second Amendment to Revolving Facility Credit Agreement, dated as of May 27, 2022 and (iii) Third Amendment to Revolving Facility Credit Agreement, dated as of August 22, 2022, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FENDER MUSICAL INSTRUMENTS CORPORATION (the “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, each 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, 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 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 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.

[Remainder of page intentionally left blank]

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.

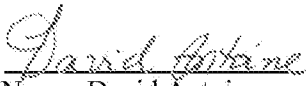
FENDER MUSICAL INSTRUMENTS CORPORATION
as a Grantor

By: Aarash Darroodi
Name: Aarash Darroodi
Title: EVP, General Counsel & Secretary

PRESONUS AUDIO ELECTRONICS, INC.
as a Grantor

By: Aarash Darroodi
Name: Aarash Darroodi
Title: EVP, General Counsel & Secretary

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

By: 
Name: David Antoine
Title: Authorized Officer

SCHEDULE A

UNITED STATES TRADEMARKS:

Applications:

Trademark	Owner	Application No.	Registration No.	Registration Date
CREATIVITY BEGINS HERE	PreSonus Audio Electronics, Inc.	97239908 ¹		
CUNIFE	Fender Musical Instruments Corporation	97522054	6996785	Mar 7, 2023
DROPLOCK	Fender Musical Instruments Corporation	97153239 ²		
FENDER	Fender Musical Instruments Corporation	97635075	6996849	Mar 7, 2023
FENDER	Fender Musical Instruments Corporation	97248666	6996173	Mar 7, 2023
FENDER	Fender Musical Instruments Corporation	97510276	6996773	Mar 7, 2023
FIREBALL	Fender Musical Instruments Corporation	97252347 ³		
FLASH	Fender Musical Instruments Corporation	97403298	6996700	Mar 7, 2023
HEADSTOCK (NARROW STRAT)	Fender Musical Instruments Corporation	97387122 ⁴		
HEADSTOCK (TELE)	Fender Musical Instruments Corporation	97387117 ⁵		

¹ This is an intent-to-use application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted.

² This is an intent-to-use application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted.

³ This is an intent-to-use application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted.

⁴ This is an intent-to-use application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted.

⁵ This is an intent-to-use application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted.

Trademark	Owner	Application No.	Registration No.	Registration Date
HEADSTOCK (WIDE STRAT)	Fender Musical Instruments Corporation	97387126 ⁶		
MUSTANG	Fender Musical Instruments Corporation	97544709	6996802	Mar 7, 2023
PRESONUS	PreSonus Audio Electronics, Inc.	97386617		
PRESONUS (LOGO)	PreSonus Audio Electronics, Inc.	97477780		
SQUIER SONIC	Fender Musical Instruments Corporation	97155410 ⁷		
SUNN	Fender Musical Instruments Corporation	97688064		
TELECASTER	Fender Musical Instruments Corporation	97627758 ⁸		
TONE JACK	Fender Musical Instruments Corporation	97206217 ⁹		
UC AIRMIX	PreSonus Audio Electronics, Inc.	97380122 ¹⁰		

⁶ This is an intent-to-use application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted.

⁷ This is an intent-to-use application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted.

⁸ This is an intent-to-use application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted.

⁹ This is an intent-to-use application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted.

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