

11-27-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101901853

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Gibson Piano Ventures, Inc. **11-1681**
 Individual(s)
 General Partnership Association
 Corporation Limited Partnership
 Other _____

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation
Internal Address: _____ **NOV**
Street Address: 800 Connecticut Avenue, Two North
City: Norwalk State: CT Zip: 06854

Additional name(s) of conveying party(ies) attached? Yes No

1. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Corporation-State
 Other: Trademark Security Agreement
Execution Date: November 9, 2001

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/116,702 and 74/730,223
B. Trademark Registration No.(s) _____
Additional number(s) attached Yes No **406**

B. Trademark Registration No.(s) 139,501; 336,329; 1,004,925; 112,461; 1,019,004; 700,535; 829,972; 441,516; 855,470 -
Please see attached Schedule I for additional registered marks

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Thomas Baxter
Internal Address: _____
Street Address: O'MELVENY & MYERS LLP
400 South Hope Street
City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 108
7. Total fee (37 CFR 3.41) \$2,715.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Thomas Baxter _____ November 15, 2001
Name of Person Signing _____ Signature _____ Date _____
Total number of pages including cover sheet, attachments, and document: 22

11/26/2001 GTON11 00000045 76116702
01 FC:481 40.00 DP
02 FC:482 2675.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

U.S. TRADEMARKS

No.	Trademark	Registration No.
1.	A.B. CHASE	139,501
2.	ACROSONIC (Stylized Letters)	336,329
3.	AEOLIAN	1,004,925
4.	AEOLIAN	112,461
5.	AEOLIAN	1,019,004
6.	AMPICO	700,535
7.	B. CRISTOFORI	0,829,972
8.	BALDWIN	441,516
9.	BALDWIN	855,470
10.	BALDWIN	1530353
11.	BALDWIN (Stylized Letters)	20,903
12.	BALDWIN (Stylized Letters)	46,059
13.	BALDWIN (Stylized Letters)	442,961
14.	BALDWIN DIRECT	732060
15.	BALDWIN DIRECT	2366225
16.	BRADBURY	0,636,816
17.	BREWSTER	688,318

No.	Trademark	Registration No.
18.	CABARET	1,211,486
19.	CABLE COMPANY, THE	135,406
20.	CAMBRIDGE	838,384
21.	CAROUSEL	0,977,310
22.	CHICKERING DESIGN EST. 1823	0,148,980
23.	CHOPIN	689,904
24.	CHURCH, ORGAN SYSTEMS	2,066,313
25.	CLASSROOM MANGER	1,913,049
26.	CONCERT CONSOLE	1,137,359
27.	CONCERTMASTER	2,181,187
28.	DANCING FINGERS	1,172,200
29.	DEBUT MUSIC SYSTEMS	1,853,952
30.	DEBUT MUSIC SYSTEMS	1,858,255
31.	DEBUT MUSIC SYSTEMS	1,864,116
32.	DESIGN	808,102
33.	DIGITAL MUSIC SYSTEM	1,206,834
34.	DUO/ART & DESIGN	758,445
35.	DURAPHONIC	1,120,471
36.	DYNA SONIC	745,846
37.	FISCHER	0,094,364
38.	FISCHER DESIGN	134,647

No.	Trademark	Registration No.
39.	FUN MACHINE BY BALDWIN	130818
40.	FUNMAKER	0,990,904
41.	GEO. P. BENT	717,893
42.	GEORGE STECK	0,541,374
43.	HALLET, DAVIS & CO.	0,548,104
44.	HAMILTON	47,072
45.	HARDMAN	0,684,072
46.	HARDMAN	0,059,163
47.	HARDMAN DUO PIANO	0,684,072
48.	HELLER & CO.	708,214
49.	HENRY P. MILLER	0,314,743
50.	HOWARD (Stylized Letters)	46,993
51.	IVERS & POND	0,675,587
52.	IVERS & POND	817,389
53.	KEY/NOTE VISUALIZER	1,164,598
54.	KINGSBURY	0,981,111
55.	KNABE	148,981
56.	KRANICH & BACH THE ARISTOCRAT OF PIANOS SINCE 1864	0,565,467
57.	KRANICH & BACH KRANICH & BACH THE ARISTOCRAT OF PIANO SINCE 1864	551,510
58.	LINDERMAN & SONS	391,098

No.	Trademark	Registration No.
59.	LIVE BUT NOT IN PERSON	2,226,464
60.	LYRIC	0,551,615
61.	MARTIN	0,570,067
62.	MASON & HAMLIN	047,391
63.	MEHLIN & SONS	734,919
64.	MELODIGRAND	0,678,455
65.	MENDELSSOHN	0,554,947
66.	MLM	1,158,000
67.	MOZART	696,079
68.	MULTI RADIAL	1,120,472
69.	MULTI-MATIC PERCUSSION	0,014,365
70.	MUSETTE	0,516,536
71.	MUSETTE	0,332,518
72.	MUSETTE	815,876
73.	MUSIC LEARNING MODULE	1,172,199
74.	OMNI	1,318,022
75.	PEASE	706,667
76.	PIANO INVESTIGATORS CLUB	1,853,361
77.	PIANOLA	1,020,768
78.	PIANOLA	45,718
79.	PIANOVELLE	303433

No.	Trademark	Registration No.
80.	PIANOVELLE	2,172,848
81.	POOLE	0,675,588
82.	PRACTICE MASTER	1,933,719
83.	PROGRAMMABLE REGISTRAR	1,242,010
84.	PROGRAMMED RHYTHM ORCHESTRA	1,177,143
85.	STANDARD PLAYER ACTION	772,338
86.	STRING ENSEMBLE DES.	1,215,741
87.	STUDIOMASTER	1,947,230
88.	THE MUSIC PEOPLE	1,194,430
89.	THE MUSIC PEOPLE	1,195,058
90.	THE STING BY AEOLIAN	1,067,174
91.	UKELANO	393,356
92.	VARI VOICE	1,176,081
93.	VERTICALGRAND	1,206,636
94.	VOSE & S	1,005,806
95.	W.P. HAINES & CO.	696,077
96.	WINTER	0,666,893
97.	WINTER CO.	0,548,108
98.	WINTER-MUSETTE	0,614,843
99.	WINTER-MUSETTE	0,548,105
100.	WM. KNABE & CO.	44,725

No.	Trademark	Registration No.
101.	WURLITZER (INT-L CL 15)	0,214,557
102.	WURLITZER (INT-L CL 9)	0,996,084
103.	WURLITZER (INT-L CL 9)	0,522,270
104.	WURLITZER (INT-L CL.9)	0,850,502
105.	WURLITZER INT-L (CL-15)	0,504,653
106.	WURLITZER MEANS MUSIC TO MILLIONS (CL.35)	0,865,930

PENDING US TRADEMARKS

No.	Trademark	Serial No.
1.	BALDWIN	76/116,702
2.	CHURCH ORGAN SYSTEMS	74/730,223

FOREIGN TRADEMARKS

No.	Trademark	Country	Registration No.
1.	ACROSONIC	AUSTRALIA	93,278
2.	ACROSONIC	BRAZIL	0217091
3.	ACROSONIC	CANADA	UCA-012930
4.	ACROSONIC	CHILE	317812
5.	ACROSONIC	COSTA RICA	22315
6.	ACROSONIC	DOMINICAN REPUBLIC	5,644
7.	ACROSONIC	GUATEMALA	11,825

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 9, 2001, by the Grantor identified as such on the signature pages hereof ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Gibson Piano Ventures, Inc., the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Gibson Piano Ventures, Inc.;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), provided, that Grantor's grant of security in any Canadian trademarks (as defined in the Trademarks Act (Canada)) under this Trademark Security Agreement shall be limited to a grant by Grantor of a security interest in all of Grantor's right, title and interest in such trademarks:

(a) all of Grantor's Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

"Grantor"

GIBSON PIANO VENTURES, INC., a Delaware corporation



By: _____

Name: Henry E. Juszkiewicz
Title: CEO

Address for Notices:

c/o Gibson Guitar Corp.
309 Plus Park Boulevard
Nashville, Tennessee 37217
Attention: Chief Financial Officer
Telecopier No.: (615) 884-9405
Telephone No.: (615) 871-4500

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: STEPHEN HEROLD
A Duly Authorized Signatory

Address for Notices:

800 Connecticut Avenue, Two North
Norwalk, Connecticut 06854
Attention: Gibson Piano Ventures, Inc. Account Manager
Telecopier No.: (203) 852-3630
Telephone No.: (203) 852-3616

ACKNOWLEDGMENT OF GRANTOR

STATE OF Tennessee)
))
COUNTY OF Madison)

ss.

On this 11th day of November, 2011 before me personally appeared Henry S. Jurakiewicz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Gibson Piano Ventures, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Deborah M. [Signature]
Notary Public

My Commission
Expires Oct. 25, 2015

No.	Trademark	Country	Registration No.
8.	ACROSONIC	ITALY	509398
9.	ACROSONIC	NICARAGUA	10,137
10.	ACROSONIC	PANAMA	1514
11.	ACROSONIC	SPAIN	185,045
12.	AEOLIAN	JAPAN	599578
13.	AEOLIAN	MEXICO	105086
14.	AMPICO	AUSTRALIA	A22570
15.	AMPICO	GERMANY	778073
16.	AMPICO	MEXICO	67418
17.	BALDWIN	ARGENTINA	1562992
18.	BALDWIN	BENELUX	96,566
19.	BALDWIN	BRAZIL	255291
20.	BALDWIN	CANADA	TMDA-020100
21.	BALDWIN	CANADA	TMA 104,411
22.	BALDWIN	CHILE	308,979
23.	BALDWIN	CHINA	745483
24.	BALDWIN	COLOMBIA	182058
25.	BALDWIN	COLOMBIA	92343003
26.	BALDWIN	COLUMBIA	343.003
27.	BALDWIN	COSTA RICA	4830
28.	BALDWIN	FINLAND	40,544

No.	Trademark	Country	Registration No.
29.	BALDWIN	FRANCE	1367427
30.	BALDWIN	GERMANY	355,528
31.	BALDWIN	GERMANY	624,929
32.	BALDWIN	GUATEMALA	1367427
33.	BALDWIN	GUATEMALA	645046
34.	BALDWIN	HONDURAS	1362
35.	BALDWIN	ISRAEL	46770
36.	BALDWIN	ITALY	603329
37.	BALDWIN	ITALY	480123
38.	BALDWIN	JAPAN	055732/93
39.	BALDWIN	JAPAN	05055732
40.	BALDWIN	KOREA	4279
41.	BALDWIN	MEXICO	202,351
42.	BALDWIN	NEW ZEALAND	89959
43.	BALDWIN	SOUTH AFRICA	868/0283
44.	BALDWIN	SOUTH AFRICA	868/0284
45.	BALDWIN	SOUTH AFRICA	B68/0492
46.	BALDWIN	SPAIN	26,6449
47.	BALDWIN	SWITZERLAND	312268
48.	BALDWIN	TAIWAN	109250
49.	BALDWIN	TAIWAN	154996

No.	Trademark	Country	Registration No.
50.	BALDWIN (CHINESE CHARACTERS PRONOUNCED)	TAIWAN	164632
51.	BALDWIN (CHINESE CHARACTERS PRONOUNCED)	TAIWAN	164631
52.	BALDWIN (JAPANESE CHARACTERS)	JAPAN	055735/93
53.	CABLE	NEW ZEALAND	15359
54.	CHICKERING	AUSTRALIA	A86900
55.	CHICKERING	CHILE	055878
56.	CHICKERING	ITALY	2312
57.	CHICKERING	JAPAN	599579
58.	CHICKERING	KOREA SOUTH	83012365
59.	CHICKERING	MEXICO	24692
60.	CHICKERING	PERU	022935
61.	CHICKERING	PERU	083856
62.	CHICKERING	VENEZUELA	007296
63.	DEBUT MUSIC SYSTEMS	CANADA	TMA-448219
64.	DUO ART	UNITED KINGDOM	966488
65.	HAMILTON	ARGENTINA	1241647
66.	HAMILTON	CHILE	308.980
67.	HAMILTON	COSTA RICA	11133
68.	HAMILTON	DOMINICAN REPUBLIC	11,063
69.	HAMILTON	KOREA	937/1959
70.	HAMILTON	NICARAGUA	10,136

No.	Trademark	Country	Registration No.
71.	HAMILTON	PANAMA	11,115
72.	HAMILTON	SPAIN	185,046
73.	HAMILTON	VENEZUELA	19,995
74.	HAMILTON AND MONOGRAM	CANADA	TMDA-008412
75.	HARDMAN DUO	GERMANY	778074
76.	HOWARD, CABINET, GRAND & DESIGN	CANADA	TMDA-08423 or TMDA-08413
77.	KNABE	HAITI	363
78.	KNABE	MEXICO	12875
79.	KNABE	PERU	27093
80.	KRANICH & BACH	CANADA	TMA-458583
81.	MASON & HAMLIN	CANADA	TMDA 26557
82.	MASON & HAMLIN	CANADA	113/26557
83.	MASON & HAMLIN	MEXICO	6055
84.	PIANOLA	BENELUX	667770
85.	PIANOLA	CANADA	204615
86.	PIANOLA	UNITED KINGDOM	819274
87.	PRACTIANO	CANADA	106/27469
88.	SYMETRIGRAND	CANADA	123156
89.	WURLITZER	ARGENTINA	13446
90.	WURLITZER	ARGENTINA	9604443

No.	Trademark	Country	Registration No.
91.	WURLITZER	ARGENTINA	943084
92.	WURLITZER	BENELUX	109658
93.	WURLITZER	BENLUX	306549
94.	WURLITZER	BOPHUTHATSWA NA	573/1164
95.	WURLITZER	BRAZIL	319524
96.	WURLITZER	BRAZIL	259367
97.	WURLITZER	BRAZIL	241032
98.	WURLITZER	CANADA	50/13386
99.	WURLITZER	CHINA	743045
100.	WURLITZER	COLUMBIA	246
101.	WURLITZER	COSTA RICA	40878
102.	WURLITZER	CUBA	80113
103.	WURLITZER	DENMARK	001255
104.	WURLITZER	DENMARK	87/1947
105.	WURLITZER	DENMARK	3062/1977
106.	WURLITZER	EL SALVADOR	1628
107.	WURLITZER	EL SALVADOR	1627
108.	WURLITZER	FINLAND	13336
109.	WURLITZER	FINLAND	39616
110.	WURLITZER	FRANCE	74,043

No.	Trademark	Country	Registration No.
111.	WURLITZER	FRANCE	1,098,650
112.	WURLITZER	GERMANY	623,536
113.	WURLITZER	GERMANY	992746
114.	WURLITZER	GERMANY	W029018
115.	WURLITZER	GREAT BRITAIN	B460437
116.	WURLITZER	GREAT BRITAIN	B605450
117.	WURLITZER	GREECE	27086
118.	WURLITZER	GUATEMALA	12166
119.	WURLITZER	HAITI	288 Reg. 58
120.	WURLITZER	HONDURAS	2543
121.	WURLITZER	ISRAEL	50,527
122.	WURLITZER	ITALY	149,367
123.	WURLITZER	ITALY	033828
124.	WURLITZER	JAPAN	17,300
125.	WURLITZER	JAPAN	12,594
126.	WURLITZER	JAPAN	1,717,307
127.	WURLITZER	JAPAN	02051542
128.	WURLITZER	JAPAN	03003834
129.	WURLITZER	KOREA	73,325
130.	WURLITZER	KOREA	77,582
131.	WURLITZER	KOREA	73,324

No.	Trademark	Country	Registration No.
132.	WURLITZER	KOREA SOUTH	80004320
133.	WURLITZER	KOREA SOUTH	80004321
134.	WURLITZER	KOREA SOUTH	80004322
135.	WURLITZER	KOREA SOUTH	92006975
136.	WURLITZER	KOREA SOUTH	92014466
137.	WURLITZER	KOREA SOUTH	92019073
138.	WURLITZER	LEBANON	34,833
139.	WURLITZER	LEBANON	33,996
140.	WURLITZER	LEBANON	57688
141.	WURLITZER	MEXICO	244,090
142.	WURLITZER	MEXICO	321018
143.	WURLITZER	MEXICO	301018
144.	WURLITZER	NETHERLANDS	1910
145.	WURLITZER	NORWAY	27494
146.	WURLITZER	PANAMA	13399
147.	WURLITZER	PANAMA	3331
148.	WURLITZER	PERU	37856
149.	WURLITZER	PERU	37917
150.	WURLITZER	PERU	61809
151.	WURLITZER	PERU	098773
152.	WURLITZER	PERU	098774

No.	Trademark	Country	Registration No.
153.	WURLITZER	PERU	204121
154.	WURLITZER	PERU	99530
155.	WURLITZER	PORTUGAL	131559
156.	WURLITZER	SOUTH AFRICA	59/138
157.	WURLITZER	SPAIN	65669
158.	WURLITZER	SWEDEN	90378
159.	WURLITZER	SWITZERLAND	222710
160.	WURLITZER	SWITZERLAND	351543
161.	WURLITZER	TAIWAN	141255
162.	WURLITZER	TAIWAN	48952
163.	WURLITZER	TAIWAN, PROVINCE	141394
164.	WURLITZER	VENEZUELA	740743
165.	WURLITZER	VENEZUELA	67173/71
166.	WURLITZER (CL 22B; 25)	AUSTRIA	36805
167.	WURLITZER (CL 39 KOREAN)	KOREA	247865
168.	WURLITZER (CLASS 36)	KOREA	236634
169.	WURLITZER (CLASS 51)	KOREA	245627
170.	WURLITZER (INT-L CL 11)	JAPAN	2592839
171.	WURLITZER (INT-L CL 15)	AUSTRALIA	A77999
172.	WURLITZER (INT-L CL 15)	AUSTRALIA	B167055

No.	Trademark	Country	Registration No.
173.	WURLITZER (INT-L CL 15)	ISRAEL	49932
174.	WURLITZER (INT-L CL 8)	NEW ZEALAND	B37732
175.	WURLITZER (INT-L CL 8)	NEW ZEALAND	69757
176.	WURLITZER (INT-L CL 9 & 15)	FRANCE	1558400
177.	WURLITZER (INT-L CL 9 & 15)	ITALY	373394
178.	WURLITZER (INT-L CL 9)	AUSTRALIA	A260556
179.	WURLITZER (INT-L CL 9)	AUSTRALIA	B167054
180.	WURLITZER (INT-L CL 9)	AUSTRIA	86778
181.	WURLITZER (INT-L CL 9)	ISRAEL	76229
182.	WURLITZER (INT-L CL 9)	ITALY	373395
183.	WURLITZER (INT-L CL 9)	UNITED KINGDOM	B460437
184.	WURLITZER (INT-L CL 9)	UNITED KINGDOM	B605450
185.	WURLITZER (INT-L CL 9, CL 28, 41, 42)	FRANCE	1325914
186.	WURLITZER (INT-L CL 94)	TAIWAN, PROVINCE	141437

PENDING FOREIGN TRADEMARKS

No.	Trademark	Registration No.	Application No.
1.	BALDWIN	CANADA	TMA 104,411
2.	PIANOLA	BENELUX	667770
3.	WURLITZER	ARGENTINA	1851236

No.	Trademark	Registration No.	Application No.
4.	WURLITZER	JAPAN	2-51542
5.	WURLITZER (SPECIAL WRITING)	BRAZIL	820241032