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03-22-2004



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

Form 1870-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):  
GIBSON GUITAR CORP.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 7/15/03

2. Name and address of receiving party(ies)

Name: FLEET CAPITAL CORPORATION

Internal Address: \_\_\_\_\_

Street Address: 6100 Fairview Rd., Suite 200

City: Charlotte State: NC Zip: 28210

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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) \_\_\_\_\_  
SEE EXHIBIT A ATTACHED HERETO

B. Trademark Registration No.(s) \_\_\_\_\_  
SEE EXHIBIT A ATTACHED HERETO

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deborah E. Lindley

Internal Address: Carruthers & Roth, P.A.

Street Address: 235 N. Edgeworth Street

City: Greensboro State: NC Zip: 27401

6. Total number of applications and registrations involved: \_\_\_\_\_

46

7. Total fee (37 CFR 3.41).....\$ 1,165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Deborah E. Lindley, Paralegal  
Name of Person Signing

*Deborah E. Lindley*  
Signature

September 5, 2003  
Date

10

Total number of pages including cover sheet, attachments, and document:

03/04/2004 JJJLLLR2 00000005 75873076

01 FC:8521  
02 FC:8522

40.00 OP  
1125.00 OP

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

TRADEMARK  
REEL: 002814 FRAME: 0324

EXHIBIT A  
TO  
TRADEMARKS ONLY COVER SHEET

Trademark Registrations

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS
Custom Direct	75/873,076	2,568,567	12/16/99	5/7/02	35
ES	76/230,197	2,599,297	3/26/01	7/23/02	15
FV	76/230,199	2,599,298	3/26/01	7/23/02	15
Goldtone	75/711,277	2,611,145	5/20/99	8/27/02	9
Maestro and Design	76/306,539	2,624,523	8/28/01	9/24/02	15
Maestro	76/316,231	2,624,578	9/24/01	9/24/02	9,15
Design Guitar Body (Modeme)	75/531,331	2,633,416	8/5/98	10/8/02	15
Explorer	75/852,090	2,641,548	11/17/99	10/29/02	15
Pure	76/201,276	2,644,117	1/29/01	10/29/02	15
Design of a Guitar Peghead	76/134,665	2,679,139	9/25/00	1/21/03	
Magic	76/304,596	2,684,617	8/24/01	2/4/03	42
Banana Headstock	75/683,631	2,696,053	4/16/99	3/11/03	
Headstock Design	76/379,042	2,705,574	3/5/02	4/8/03	15
J-45	76/097,990	2,482,205	7/27/00	8/28/01	15
J-50	76/097,992	2,482,206	7/27/00	8/28/01	15
Musicyo.com	76/109,859	2,485,085	8/15/00	9/4/01	42
Design Guitar Pickguard	75/513,344	2,501,101	7/6/98	10/23/01	15
Goldentone	75/651,005	2,508,455	1/25/99	11/20/01	9, 15
"Top Belly" Bridge Design	75/513,340	2,528,669	7/6/98	1/8/02	15
Design Guitar Body (Mo'Baby)	75/531,448	2,534,993	8/5/98	1/29/02	15
Swingmaster	75/573,866	2,419,785	10/20/98	1/9/01	15

Trademark Applications

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS
Gibson Pure (& design)	76/975,419		1/29/01		9,15
Design of Shield and Dog	76/446,922		9/5/02		15
Original Hound Dog	76/446,921		9/5/02		15
SJ	76/444,063		8/27/02		15
AJ	76/444,064		8/27/02		15
Classic Mode	76/429,094		7/10/02		09
Valley Arts	76/444,524		8/28/02		15
Goldtone	75/651,006		1/25/99		9,15
Gibson Publishing Company	76/472,129		12/4/02		16
Kalamazoo	76/485,539		1/28/03		09

Bumble Bee	76/491,210	2/19/03	15
Radio King	76/458,774	10/17/02	15
Maestro	76/447,040	9/5/02	15
Double Ball	76/313,303	9/11/01	15
Fuzztone	76/299,775	8/15/01	9
Perpetual	76/295,726	8/6/01	9
Indestructible	76/295,371	8/6/01	9
Maestro and Design	76/291,126	7/26/01	9
Titan	76/283,009	7/10/01	9
LPX	76/276,733	6/26/01	15
Aeolian	76/250,753	5/2/01	15
EXP	76/230,198	3/26/01	15
LP	76/230,196	3/26/01	15
EX	76/230,185	3/26/01	15
Gibson Pure (& design)	76/201,307	1/29/01	9, 15

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made this 15<sup>th</sup> day of July, 2003, by GIBSON GUITAR CORP., a Delaware corporation, having its chief executive office at 309 Plus Park Boulevard, Nashville, Tennessee 37217 (hereinafter referred to as "Company"), and FLEET CAPITAL CORPORATION, a Rhode Island corporation, having its executive offices at 6100 Fairview Road, Suite 200, Post Office Box 669200, Charlotte, North Carolina 28266 (hereinafter referred to as "Lender"):

### WITNESSETH:

WHEREAS, Company musicYo.com corporation, a Delaware corporation ("musicyo"; Company and musicyo being hereinafter referred to as "Borrowers"), and Lender are parties to a certain Second Amended and Restated Loan and Security Agreement, dated March 25, 1996, as amended (the Second Amended and Restated Loan and Security Agreement, as it has heretofore and may hereafter be amended, modified, supplemented or restated from time to time, being referred to as the "Loan Agreement"), which Loan Agreement provides (i) for Lender to extend credit to or for the account of Borrowers and (ii) for the grant by each Borrower to Lender of a security interest in substantially all of each Borrower's assets, including, without limitation, its trademarks, trademark applications, trade names and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of all of the "Obligations" (as defined in the Loan Agreement), Company hereby grants to Lender a first and valid security interest in all of Company's right, title and interest, in the United States and throughout the world, in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, including without limitation, the trademarks and applications listed on Schedule A, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and trademark applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) The goodwill of Company's business connected with and symbolized by the Trademarks.

3. Restrictions on Future Agreements. Company agrees that until the Obligations shall have been paid and satisfied in full and the Loan Agreement shall have been terminated in writing, Company will not, without Lender's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Company's obligations under this Agreement and Company further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights granted to Lender under this Agreement.

4. New Trademarks. Company represents and warrants that the Trademarks listed on Schedule A constitute all of the Trademarks registered or acquired by Company since December 8, 2000. If, before the Obligations shall have been satisfied in full, Company shall (i) obtain rights to any new trademarks, trademark registrations or trade names, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or license renewal, the provisions of paragraph 2 above shall automatically apply thereto and Company shall give the Lender prompt written notice thereof. Company hereby authorizes Lender to modify this Agreement by amending Schedule A to include any future trademark applications, trademarks, trademark registrations and trade names which are Trademarks, as under paragraph 2 above or under this paragraph 4.

5. Payments Under Trademarks. During the term of this Agreement, all income, royalties, payments and damages due and payable to Company under the Trademarks shall be payable to Company; provided, however, upon the occurrence of an "Event of Default" (as such term is defined in the Loan Agreement) under the Loan Agreement, all income, royalties, payments and damages received thereafter shall be paid directly to Lender and shall be applied by Lender on account of Borrowers' Obligations owed under the Loan Agreement. Lender shall have the right to notify payors to make their payments directly to Lender upon the occurrence of an Event of Default under the Loan Agreement.

6. Duties of Company. Except for those Trademarks which Company reasonably determines are no longer necessary or desirable to maintain in force, Company shall have the duty (i) to prosecute diligently any trademark application of the Trademarks pending as of the date hereof or hereafter until the Obligations shall have been paid and satisfied in full, (ii) to make application on trademarks and trade names, as appropriate, and (iii) to preserve and maintain all rights in trademark applications, trademarks and trademark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Borrowers.

7. Waivers. No course of dealing between Company and Lender, or any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

10. **Release of Security Interest.** Upon full and complete payment and performance of Borrowers' Obligations under the Loan Agreement, this Agreement and the power of attorney granted herein shall automatically terminate and Lender shall release the Trademarks from this Agreement and the Loan Agreement, and shall execute and deliver (at Borrowers' sole cost and expense, either directly or in reimbursement of costs and expenses reasonably incurred by Lender) all documents as may be reasonably necessary to render the Trademarks free and clear of any security interest created pursuant to this Agreement or the Loan Agreement.

11. **Power of Attorney.** Subject to any other express provision of this Agreement, upon the occurrence of an Event of Default or upon the failure, neglect or refusal by Company to file, prosecute, defend, issue, maintain, enforce or otherwise take action in respect to the Trademarks as required hereby, or to carry out any other obligation or duty of Company under this Agreement, then Company hereby appoints and designates Lender its sole attorney to take any such action as Lender reasonably deems necessary under the circumstances, including, without limitation, the employment of counsel, and Company shall pay all fees and expenses, including attorneys' fees and expenses, incurred by Lender in connection with such action.

12. **Notices.** Company shall promptly notify Lender, in writing, of any suit, action, proceeding or counterclaim brought against Company relating to, concerned with, or affecting the Trademarks, and shall, on request, deliver to Lender a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep Lender fully advised in writing of the progress of any such suit.

13. **Cumulative Remedies; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Trademarks whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Company and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and the laws of the United States.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

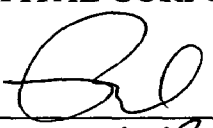
GIBSON GUITAR CORP.

  
By: David H. Berryman  
Title: President

[CORPORATE SEAL]

Agreed and accepted this 15<sup>th</sup>  
day of July, 2003

FLEET CAPITAL CORPORATION

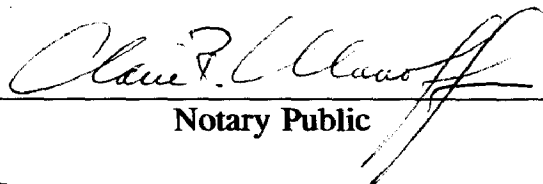
By:   
Title: VP

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, CLAIRE R. ULANOFF, a Notary Public of the County and State aforesaid, certify that DAVID H. BERRYMAN personally appeared before me this day and acknowledged that (s)he is PRESIDENT of GIBSON GUITAR CORP., a Delaware corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by herself/himself as its PRESIDENT and sealed with its corporate seal.

WITNESS my hand and official stamp or seal, this 15<sup>th</sup> day of JULY, 2003.

  
Notary Public

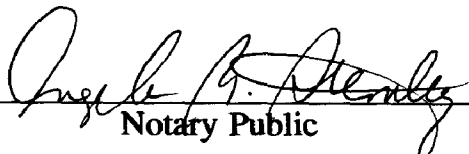
My commission expires: My Commission Expires NOV. 26, 2005

STATE OF Georgia

COUNTY OF Cobb

I, Angela B. Stemley, a Notary Public of the County and State aforesaid, certify that Ronald D. Clack personally appeared before me this day and acknowledged that (s)he is Senior Vice President of FLEET CAPITAL CORPORATION, a Rhode Island corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by herself/himself as its Senior Vice President.

WITNESS my hand and official stamp or seal, this 15<sup>th</sup> day of July, 2003.

  
Notary Public

My commission expires: Notary Public, Paulding County, Georgia  
My Commission Expires June 6, 2008