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TRADEMARKS ONLY

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

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

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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):

BARCLAYS BUSINESS CREDIT, INC.

- 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: 1/31/95

2. Name and address of receiving party(ies)

Name: SHAWMUT CAPITAL CORPORATION

Internal Address:

Address:

Street Address: 6060 J.A. JONES DRIVE

City: CHARLOTTE State: NC Zip: 28287

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Connecticut
- 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)

B. Trademark Registration No.(s)

1,725,491

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:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Deborah E. Lindley

Name of Person Signing

Deborah E. Lindley
Signature

February 26, 2004

Date

03/05/2004 DBYRNE 00000034 1725491

4

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

01 FC:8521

40.00

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

ASSIGNMENT OF SECURITY INTERESTS
IN INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY ("Assignment"), made as of the 31st day of January, 1995, by BARCLAYS BUSINESS CREDIT, INC., a Connecticut corporation ("Assignor"), having a place of business at 6060 J. A. Jones Drive, Charlotte, North Carolina 28287, in favor of SHAWMUT CAPITAL CORPORATION, a Connecticut corporation ("Assignee"), having a place of business at 6060 J. A. Jones Drive, Charlotte, North Carolina 28287;

WITNESSETH:

WHEREAS, Gibson Guitar Corp., a Delaware corporation ("Borrower"), having its principal place of business at 1818 Elm Hill Pike, Nashville, Tennessee 37210, pursuant to that certain Trademark Security Agreement, dated January 25, 1993 ("Security Agreement"), granted to Assignor a security interest in all of Borrower's intellectual property more particularly described in Schedule A attached hereto and incorporated herein by reference (collectively, the "Intellectual Property"), which Security Agreement was recorded at Reel 0930, Frame 40 Office of the Commissioner of Patents and Trademarks;

WHEREAS, Assignor desires to transfer and convey to Assignee all of Assignor's right, title and interest in the Security Agreement and the liens and security interests created thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor does hereby grant, sell, assign, transfer and set over unto Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Intellectual Property described in Schedule A attached hereto and incorporated herein by reference, to have and to hold the same unto Assignee and its successors and assigns, together with the indebtedness secured by the Security Agreement and the benefits and privileges created thereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 31st day of January, 1995.

BARCLAYS BUSINESS CREDIT, INC.

By: 
Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing Assignment of Security Interests in Intellectual Property was executed and acknowledged before me this 31st day of January, 1995, by W. Reed Paden, personally known to me to be Vice President of BARCLAYS BUSINESS CREDIT, INC., a Connecticut corporation, on behalf of the corporation.

Constance R. Barrino
Notary Public

My commission expires: March 6, 1998

SCHEDULE A

<u>Registration No.</u>	<u>Registration Date</u>	<u>Description</u>
1,725,491	October 20, 1992	BRITE WIRES