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Form PTO-159 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102686759

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

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) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 1/31/95

2. Name and address of receiving party(ies)

Name: SHAWMUT CAPITAL CORPORATION

Internal 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)

1,782,606

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

Handwritten signature of Deborah E. Lindley

February 24, 2004

Name of Person Signing DBYRNE 00000056 1782606

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

03/05/2004

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 September 29, 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 1042, Frame 489 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 31<sup>st</sup> day of January, 1995, by W. Keed 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>
1,782,606	July 20, 1993	The mark consists of a uniquely shaped configuration for the body portion of the guitar as illustrated in the principal trademark register