

03-17-2004



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

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

Tab settings

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

1. Name of conveying party(ies):

FLEET CAPITAL CORPORATION

- 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 AMENDMENT

Execution Date: 12/17/2003

2. Name and address of receiving party(ies)

Name: FLEET CAPITAL CORPORATION, AS AGENT

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 RHODE ISLAND 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 ATTACHED

B. Trademark Registration No.(s) SEE EXHIBIT ATTACHED

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:

47

7. Total fee (37 CFR 3.41) \$ 1190.00

- 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

Signature

3/11/04 Date

Total number of pages including cover sheet, attachments, and document: 24

03/16/2004 DBYRNE 00000009 1351127

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

01 FC:8521 02 FC:8522

40.00 OP 1150.00 OP

GIBSON TRADEMARKS

TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE
AMERICAN MADE/ WORLD PLAYED	U.S.A.	<u>1,351,127 (sup)</u>	15	07-23-91
BLUE RIDGE	U.S.A.	896,052	15	08-04-2000
BYRDLAND	Japan U.S.A.	1,581,852 1,167,202	24 15	01-27-93 09-01-2001
CHALLENGER	U.S.A.	1,318,020	15	02-05-91
CHET ATKINS	U.S.A.	1,557,887	15	09-26-95
CITATION	U.S.A.	1,027,899	15	12-23-95
CMI	U.S.A.	1,541,051	42	05-23-95
CMI & Design	U.S.A.	1,543,093	42	06-06-95
CORDVOX -word	Canada	137,335		09-18-94
COUNTRY GENTLEMEN	U.S.A.	1,557,888	15	09-26-95
CORVUS	U.S.A.	1,318,021	15	02-05-91
CUSTOM L-S & Design	U.S.A.	1,021,477	15	09-30-95

TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE
DESIGN BELL	Australia	290,983	15	10-02-96
	Benelux	335,221	15	10-22-95
	Canada	221,031		06-10-92
	Denmark	1227/1979	15	03-26-96
	France	1,365,263	15	03-17-96
	Germany	960,290	15	10-02-95
	Italy	323,439	15	10-09-95
	Japan	1,619,498	24	03-30-93
	New Zealand	113,449	15	10-09-96
	Norway	96,073	15	02-26-96
	Singapore	65,811	15	10-15-96
	Spain	800,428	15	03-31-98
	Sweden	154,513	15	02-27-96
	Switzerland	281,429	15	10-27-95
	U.K.	1,052,834	15	09-30-96
	U.S.A.	1,022,637	15	10-14-95
Venezuela	86,675	36	05-24-93	
DESIGN PEGHEAD	Australia	A290,986	15	10-02-96
	Benelux	335,223	15	10-22-95
	Canada	223,827		04-29-92
	Denmark	1229/1976	15	03-26-96
	France	1,365,264	15	03-17-96
	Germany	960,291	15	10-02-95
	Italy	323,442	15	10-09-95
	New Zealand	113,450	15	10-09-96
	Norway	97,028	15	08-05-96
	Singapore	65,813		10-05-96
	Spain	800,430	15	03-31-98
	Sweden	800,430	15	02-27-96
	U.K.	1,052,837	15	09-30-96
	U.S.A.	1,020,483	15	09-16-95
	Venezuela	86,676-F	36	05-24-93
	DESIGN PEGHEAD PROFILE	U.S.A.	1,567,052	15
DESIGN PINEAPPLE	Australia	A-290,985	15	10-02-96
	Canada	220,124		04-29-92
	France	1,364,502	15	04-22-96
	Germany	952,766	15	10-02-95
	Italy	323,441	15	10-09-95
	Japan	Application Only		
	New Zealand	113,447	15	10-09-96
	South Africa	75/5234	15	09-30-96
	U.K.	1,082,836	15	09-30-96
	U.S.A.	1,008,798	15	04-15-95

TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE
DESIGN SPLIT DIAMOND	Australia	A290,984	15	10-02-96
	Benelux	335,222	15	12-22-95
	Canada	220,268		04-29-92
	Denmark	1232/1976	15	03-26-96
	France	1,365,261	15	03-17-98
	Germany	952,768	15	10-02-95
	Hong Kong	144	15	10-04-96
	Italy	323,440	15	10-09-95
	Japan	1,608,756	24	01-20-94
	New Zealand	113,448	15	10-09-96
	Norway	96,072	15	02-26-96
	Singapore	65,812	15	10-15-96
	Spain	800,429	15	03-31-98
	Sweden	154,514	15	02-27-96
	Switzerland	281,430	15	10-27-95
	U.K.	1,052,835	15	09-30-96
U.S.A.	1,008,799	15	04-15-95	
Venezuela	86,688-F	36	05-30-93	
DESIGN URN & FLOWERS	Australia	A-290,987	15	10-02-92
	Canada	220,269		04-29-92
	France	1,365,262	15	03-17-96
	Germany	952,767	15	10-02-95
	Italy	232,443	15	10-09-95
	Japan	1,600,757	15	01-20-94
	New Zealand	113,446	15	10-09-96
	U.K.	1,052,838	15	09-30-96
	U.S.A.	1,008,797	15	04-15-95
DOVE & Design	U.S.A.	898,315	15	09-08-2000
"E" - Stylized	Argentina	1,556,594	15	08-26-96
	Japan	1,515,276	24	02-25-92
	Japan	1,542,346	24	06-30-92
	Japan	2,140,062		02-28-99
	U.S.A.	964,595	15	07-24-93
	Portugal	187,192	15	01-20-92
	Spain	749,980	15	07-26-97
	Sweden	154,381	15	07-26-97

TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE	
"EPI"	Italy	34244 C/78	15	07-03-98	
	U.S.A.	1,016,321	15	07-22-95	
EPIPHONE	Australia	A277,428	15	04-04-95	
	Austria	77,447	15	05-31-94	
	Benelux	327,498		07-23-94	
	Canada	239,782		02-08-95	
	France	901,810	15	05-04-94	
	Germany	936,696	15	04-29-94	
	Italy	306,798	15	05-06-94	
	Script Block	Japan	1,415,302	24	01-30-2000
		Japan	1,040,508	24	08-01-93
		Mexico	355,059	36	06-03-93
		Norway	92,541	15	01-09-95
		Portugal	187,193		01-20-92
		South Africa	76/2563	15	05-14-96
		Spain	762,274	15	06-10-92
		Spain	749,979	15	04-30-92
		Switzerland	292,224	15	05-27-97
	U.K.	1,028,099	15	04-17-95	
	U.S.A.	964,189	15	07-17-93	
	Venezuela	88,256-P	36	02-09-93	
	Chile	Pending	15		
FLYING V	U.S.A.	1,216,644	15	11-16-2002	
FRETLESS WONDER	U.S.A.	626,204	15	05-01-96	
GAS PEDALS and Design	U.S.A.	1,514,476	9	11-29-94	

TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE	
GIBSON	Argentina	979,549	7	05-15-2000	
	Australia	A85,364	9	11-23-2001	
	Australia	B216,534	9	02-02-2003	
	Australia	B216,593	15	02-02-2003	
	Austria	61,668		05-31-98	
	Benelux	110,481	15	12-31-2000	
	Canada	27,585		11-09-2005	
	& Design	Canada	162,923		05-23-99
		Chile	218,272	9-15	12-27-98
		Columbia	102,034		08-09-93
		Denmark	3029/68		11-08-98
		Dominican Rep.	26,133	67	03-14-97
		Finland	71,061	15	12-05-99
		France	1,062,918	9-15	01-13-98
		Germany	859,222	9-15	01-22-98
		Greece	52,707		09-05-94
		Hong Kong	B533,1977	15	03-30-97
		Italy	230,182		02-20-2008
	Script	Japan	1,522,430		06-29-92
		Korea	74,914	51	01-26-91
		Mexico	194,204	21	03-19-94
		Mexico	195,624	36	03-19-94
		New Zealand	86,085	15	01-19-2003
		Norway	82,260	9-15	07-27-91
		Panama	14,147		06-11-2001
		Paraguay	79,343	7	03-04-97
		U.S.A.	989,617	15	07-30-94
	Gibson	Singapore	S/64970	15	07-29-99
		South Africa	68/0225	15	01-19-98
		South Africa	68/0226	15	01-19-98
		Switzerland	234,048	9-15-16	04-23-2008
		U.K.	919,907	9	01-18-2003
	U.K.	919,908	15	01-18-2003	
	U.K.	641,792	15	11-13-94	
	U.S.A.	866,698	3-9-15-16	03-18-2009	
	U.S.A.	510,594	15	06-07-2009	
	U.S.A.	1,545,311	15	06-27-95	
	Venezuela	60,636	36	10-09-2000	
	Venezuela	94,054F	21	04-18-95	
	Taiwan	322,551		04-15-96	
GRABBER	Italy	306,799	15	05-06-94	

TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE
HUMBUCKER	Japan	1,635,553	15	05-26-93
	U.K.	1,034,913	15	09-04-95
HUMBUCKING	U.K.	1,049,542	15	07-15-96
HUMMINGBIRD & Design	U.S.A.	895,054	15	08-04-2000
J-45 & Design	U.S.A.	895,535	15	07-28-2000
J-50 & Design	U.S.A.	895,536	15	07-28-2000
LAB SERIES	Canada	240,965		03-14-95
	Venezuela	99,021-F	21	05-01-97
LES PAUL	Argentina	1,156,072	15	07-01-95
	Australia	8277,429	15	04-04-95
	Australia	5377,378	9	04-04-95
	Austria	77,816	15	07-31-94
	Benelux	225,551	15	04-23-94
	Canada	191,190		05-25-2003
	Denmark	2425/1975	15	06-06-95
	Finland	69,987	15	08-06-99
	France	1,154,047		11-06-2000
	Germany	899,938		10-23-2000
	Greece	52,708	15	05-09-94
Italy	272,075	9-15	10-29-2010	
Japan	1,522,394		03-29-92	

TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE	
LES PAUL (Cont.)	Korea	79,812	51	01-06-92	
	Mexico	199,177		06-03-94	
	Norway	93,929	15	05-29-95	
	Portugal	187,195		01-20-92	
	South Africa	B/81/0412	15	01-22-2001	
	Spain	749,981	15	07-26-97	
	Sweden	150,633		03-07-95	
	Switzerland	306,065	15	10-26-99	
	Taiwan	153,790	85	06-15-91	
	U.K.	966,526	15	05-20-91	
	U.K.	1,109,467	9	02-13-2000	
	U.K.	1,066,634	15	08-02-97	
	Script & Design	U.S.A.	920,586	9	09-21-91
		U.S.A.	918,934	15	08-24-91
U.S.A.		1,539,282	15	05-16-95	
MAESTRO & Design	U.S.A.	328,690	9	10-01-95	
	U.S.A.	887,173	9	03-03-2000	
MAP	U.S.A.	1,391,541	15	04-29-92	
THE PAUL	U.S.A.	1,147,147	15	02-17-2001	
PRO MAX	U.S.A.	Pending			
RD	Japan	1,635,576		05-26-93	
THE RIPPER	U.S.A.	1,005,289	15	02-25-95	
SG  & Design	France	901,807	9	05-04-94	
	U.K.	1,035,864	9-20	09-26-95	
	U.S.A.	1,045,872	15	08-10-96	
	U.S.A.	1,007,311	9	03-25-95	



TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE
SONEX	Banlux	372,300		09-09-91
	France	1,165,494	15	03-12-91
	Germany	1,039,237		02-20-91
	Korea	79,864	15	01-06-92
	Sweden	177,382	15	07-03-91
	Taiwan	164,619	85	06-01-91

STEREO & Design	U.S.A.	905,145	15	12-29-90
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VICTORY	U.S.A.	1,324,389	15	03-12-91
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W.R.C.	U.S.A.	1,555,707	15	09-12-95
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GIBSON ACCESSORIES

GRABBERS	U.S.A.	1,324,390	15	03-12-91
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THE OBSERVERS	U.S.A.	1,005,290	15	02-25-95
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**ASSIGNMENT OF, AND AMENDMENT TO,  
SECURITY INTERESTS IN INTELLECTUAL PROPERTY**

Cross Reference to Security Agreement Recorded at Reel 0770, Frame 0379)

THIS ASSIGNMENT OF, AND AMENDMENT TO, SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Assignment and Amendment"), made this 17<sup>th</sup> day of December, 2003, by FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Assignor"), having a place of business at 6100 Fairview Road, Suite 200, Charlotte, North Carolina 28210, in favor of FLEET CAPITAL CORPORATION, in its capacity as agent for itself and the other Lenders (as such term is defined in the "Restated Loan Agreement" as defined below, a Rhode Island corporation (in such capacity, "Assignee"), having a place of business at 6100 Fairview Road, Suite 200, Charlotte, North Carolina 28210; and GIBSON GUITAR CORP., a Delaware corporation ("Borrower"), having its principal place of business at 309 Plus Park Boulevard, Nashville, Tennessee 37217;

**WITNESSETH:**

WHEREAS, Borrower, pursuant to that certain Amended, Restated and Substitute Trademark Assignment, dated December 19, 1990 ("Security Agreement"), granted to Barclays Business Credit, Inc., a Connecticut corporation ("Barclays") 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 0770, Frame 0379, Office of the Commissioner of Patents and Trademarks;

WHEREAS, pursuant to that certain Assignment of Security Interests in Intellectual Property, dated as of January 31, 1995, and recorded prior to the recordation hereof in the Office of the Commissioner of Patents and Trademarks ("First Assignment"), Barclays granted, sold, assigned, transferred and set over unto Assignor (which was successor by merger with Fleet Capital Corporation, a Connecticut corporation, which was formerly known as Shawmut Capital Corporation) all of Barclays' right, title and interest in and to the Intellectual Property, together with the indebtedness secured by the Security Agreement;

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

WHEREAS, Assignee and Borrower desire to amend the Security Agreement, as assigned to Assignee pursuant to the terms hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto do hereby agree as follows

1. **Assignment.** 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.

2. **Amendments.** Assignee and Borrower do hereby amend the Security Agreement as follows:

(a) All references in the Security Agreement to the "Loan Agreement" are amended to mean and refer to that certain Amended and Restated Loan and Security Agreement, dated of even date herewith, among Borrower and MusicYo.com Corporation, a Delaware corporation, as the borrowers, the Lenders that are parties thereto from time to time, the guarantors that are parties thereto from time to time, and Assignee, as amended, modified, restated or supplemented from time to time (such Amended and Restated Loan and Security Agreement, as amended, modified, restated or supplemented from time to time, the "Restated Loan Agreement");

(b) All references in the Security Agreement to the "Lender" are amended to mean and refer to Assignee in its capacity as agent for the Lenders under the Restated Loan Agreement; and

(c) All references to defined terms in the Loan Agreement are amended to mean and refer to such defined terms as defined in the Restated Loan Agreement.

3. **Miscellaneous.**

(a) Except as herein assigned and amended, the Security Agreement shall remain in full force and effect, enforceable in accordance with its terms.


(b) This Assignment and Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) This Assignment and Amendment shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

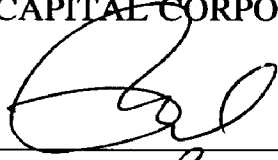
(d) This Assignment and Amendment may be executed in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Amendment on the day and year first above written.

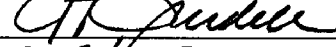
FLEET CAPITAL CORPORATION

By:   
Title: SVP

FLEET CAPITAL CORPORATION, as agent

By:   
Title: SVP

GIBSON GUITAR CORP.

By:   
Title: EVP/CFD

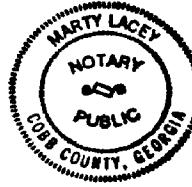
STATE OF GEORGIA

COUNTY OF FULTON

The foregoing Assignment of, and Amendment to, Security Interests in Intellectual Property was executed and acknowledged before me this 16th day of December, 2003, by RONALD D. CLACK, personally known to be SENIOR VICE PRESIDENT of FLEET CAPITAL CORPORATION, a Rhode Island corporation, on behalf of the corporation.

Marty Lacey  
Notary Public

My Commission Expires: \_\_\_\_\_



MARTY LACEY  
Notary Public, Cobb County, Georgia  
My Commission Expires Feb. 18, 2006

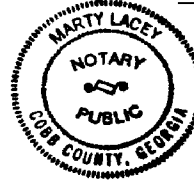
STATE OF GEORGIA

COUNTY OF FULTON

The foregoing Assignment of, and Amendment to, Security Interests in Intellectual Property was executed and acknowledged before me this 16th day of December, 2003, by RONALD D. CLACK, personally known to be SENIOR VICE PRESIDENT of FLEET CAPITAL CORPORATION, a Rhode Island corporation, on behalf of the corporation in its capacity as agent for the Lenders under the Restated Loan Agreement.

Marty Lacey  
Notary Public

My Commission Expires: \_\_\_\_\_



MARTY LACEY  
Notary Public, Cobb County, Georgia  
My Commission Expires Feb. 18, 2006

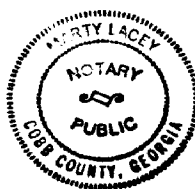
STATE OF GEORGIA

COUNTY OF FULTON

The foregoing Assignment of, and Amendment to, Security Interests in Intellectual Property was executed and acknowledged before me this 16th day of December, 2003, by ANTHONY CRUDELE, personally known to be CITIFINANCIAL OFFICES of GIBSON GUITAR CORP., a Delaware corporation, on behalf of the corporation.

Marty Lacey  
Notary Public

My Commission Expires: \_\_\_\_\_



MARTY LACEY  
Notary Public, Cobb County, Georgia  
My Commission Expires Feb. 18, 2006

**SCHEDULE A TO  
ASSIGNMENT OF, AND AMENDMENT TO,  
SECURITY INTERESTS IN INTELLECTUAL PROPERTY**

**See eight (8) pages attached hereto**

SCHEDULE A

GIBSON TRADEMARKS

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>RENEWAL DATE</u>
AMERICAN MADE/ WORLD PLAYED	U.S.A.	1,351,127 (sup)	15	07-23-91
BLUE RIDGE	U.S.A.	896,052	15	08-04-2000
BYRDLAND	Japan U.S.A.	1,581,852 1,167,202	24 15	01-27-93 09-01-2001
CHALLENGER	U.S.A.	1,318,020	15	02-05-91
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CMI	U.S.A.	1,541,051	42	05-23-95
CMI & Design	U.S.A.	1,543,093	42	06-06-95
CORDOVIX -word	Canada	137,335		09-18-94
COUNTRY GENTLEMEN	U.S.A.	1,557,888	15	09-26-95
CORVUS	U.S.A.	1,318,021	15	02-05-91
CUSTOM L-5 & Design	U.S.A.	1,021,477	15	09-30-95



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	Denmark	1227/1979	15	03-26-96
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	Spain	800,428	15	03-31-98
	Sweden	154,513	15	02-27-96
	Switzerland	281,429	15	10-27-95
	U.K.	1,052,834	15	09-30-96
U.S.A.	1,022,637	15	10-14-95	
Venezuela	86.675	36	05-24-93	
DESIGN PEGHEAD	Australia	A290,986	15	10-02-96
	Benelux	335,223	15	10-22-95
	Canada	223,827		04-29-92
	Denmark	1229/1976	15	03-26-96
	France	1,365,264	15	03-17-96
	Germany	960,291	15	10-02-95
	Italy	323,442	15	10-09-95
	New Zealand	113,450	15	10-09-96
	Norway	97,028	15	08-05-96
	Singapore	65,813		10-05-96
	Spain	800,430	15	03-31-98
	Sweden	800,430	15	02-27-96
	U.K.	1,052,837	15	09-30-96
	U.S.A.	1,020,483	15	09-16-95
	Venezuela	86.676-F	36	05-24-93
DESIGN PEGHEAD PROFILE	U.S.A.	1.567.052	15	11-21-96
DESIGN PINEAPPLE	Australia	A-290,985	15	10-02-96
	Canada	220,124		04-29-92
	France	1,364,502	15	04-22-96
	Germany	952,766	15	10-02-95
	Italy	323,441	15	10-09-95
	Japan	Application Only		
	New Zealand	113,447	15	10-09-96
	South Africa	75/5234	15	09-30-96
	U.K.	1,052,836	15	09-30-96
	U.S.A.	1,008,798	15	04-15-95

TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE
DESIGN SPLIT DIAMOND	Australia	A290,984	15	10-02-96
	Benelux	335,222	15	12-22-95
	Canada	220,268		04-29-92
	Denmark	1232/1976	15	03-26-96
	France	1,965,261	15	03-17-96
	Germany	952,768	15	10-02-95
	Hong Kong	144	15	10-04-96
	Italy	323,440	15	10-09-95
	Japan	1,608,756	24	01-20-94
	New Zealand	113,448	15	10-09-96
	Norway	96,072	15	02-26-96
	Singapore	65,812	15	10-15-96
	Spain	800,429	15	03-31-98
	Sweden	154,514	15	02-27-96
	Switzerland	281,430	15	10-27-95
	U.K.	1,052,835	15	09-30-96
	U.S.A.	1,008,799	15	04-15-95
Venezuela	86,688-F	36	05-30-93	
DESIGN URN & FLOWERS	Australia	A-290,987	15	10-02-92
	Canada	220,269		04-29-92
	France	1,365,262	15	03-17-96
	Germany	952,767	15	10-02-95
	Italy	232,443	15	10-09-95
	Japan	1,680,757	15	01-20-94
	New Zealand	113,446	15	10-09-96
	U.K.	1,052,838	15	09-30-96
	U.S.A.	1,008,797	15	04-15-95
DOVE & Design	U.S.A.	898,315	15	09-08-2000
"E" - Stylized	Argentina	1,556,594	15	08-26-96
	Japan	1,515,276	24	02-25-92
	Japan	1,542,346	24	06-30-92
	Japan	2,140,052		02-28-99
	U.S.A.	964,696	15	07-24-93
	Portugal	187,192	15	01-20-92
	Spain	749,980	15	07-26-97
	Sweden	154,381	15	07-26-97

TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE
"EPI"	Italy	34244 C/78	15	07-03-98
	U.S.A.	1,016,321	15	07-22-95
EPIPHONE  Script Block	Australia	A277,428	15	04-04-95
	Austria	77,447	15	05-31-94
	Benelux	327,498		07-23-94
	Canada	239,782		02-08-95
	France	901,810	15	05-04-94
	Germany	936,596	15	04-29-94
	Italy	306,798	15	05-06-94
	Japan	1,415,302	24	01-30-2000
	Japan	1,040,508	24	08-01-93
	Mexico	355,059	35	06-03-93
	Norway	92,541	15	01-09-95
	Portugal	187,193		01-20-92
	South Africa	76/2563	15	05-14-96
	Spain	762,274	15	06-10-92
	Spain	749,979	15	04-30-92
	Switzerland	292,224	15	05-27-97
	U.K.	1,028,099	15	04-17-95
U.S.A.	964,189	15	07-17-93	
Venezuela	88,256-P	36	02-09-93	
Chile	Pending		15	
FLYING V	U.S.A.	1,216,644	15	11-16-2002
FRETLESS WONDER	U.S.A.	626,204	15	05-01-96
GAS PEDALS and Design	U.S.A.	1,514,476	9	11-29-94



TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE
HUMBUCKER	Japan	1,635,553	15	05-26-93
	U.K.	1,034,913	15	09-04-95
HUMBUCKING	U.K.	1,049,542	15	07-15-96
HUMMINGBIRD & Design	U.S.A.	895,054	15	08-04-2000
J-45 & Design	U.S.A.	895,535	15	07-28-2000
J-50 & Design	U.S.A.	895,536	15	07-28-2000
LAB SERIES	Canada	240,965		03-14-95
	Venezuela	99,021-F	21	05-01-97
LES PAUL	Argentina	1,156,072	15	07-01-95
	Australia	B277,429	15	04-04-95
	Australia	B377,378	9	04-04-95
	Austria	77,816	15	07-31-94
	Benelux	825,551	15	04-23-94
	Canada	191,190		05-25-2003
	Denmark	2425/1975	15	06-06-95
	Finland	69,987	15	08-06-99
	France	1,154,047		11-06-2000
	Germany	899,938		10-23-2000
	Greece	52,708	15	05-09-94
	Italy	272,075	9-15	10-29-2010
Japan	1,522,394		03-29-92	

TRADEMARK	COUNTRY	REG. NO.	CLASS	RENEWAL DATE	
LES PAUL (Cont.)	Korea	79,812	51	01-06-92	
	Mexico	193,177		06-03-94	
	Norway	93,929	15	05-29-95	
	Portugal	187,195		01-20-92	
	South Africa	B/81/0412	15	01-22-2001	
	Spain	749,981	15	07-26-97	
	Sweden	150,633		03-07-95	
	Switzerland	306,065	15	10-26-99	
	Taiwan	153,790	85	06-15-91	
	U.K.	966,526	15	05-20-91	
	U.K.	1,109,467	9	02-13-2000	
	U.K.	1,066,634	15	08-02-97	
	Script & Design	U.S.A.	920,586	9	09-21-91
	U.S.A.	918,934	15	08-24-91	
U.S.A.	1,539,282	15	05-16-95		
MAESTRO & Design	U.S.A.	328,690	9	10-01-95	
	U.S.A.	887,173	9	03-03-2000	
MAP	U.S.A.	1,391,541	15	04-29-92	
THE PAUL	U.S.A.	1,147,147	15	02-17-2001	
PRO MAX	U.S.A.	Pending			
RD	Japan	1,635,576		05-26-93	
THE RIPPER	U.S.A.	1,005,289	15	02-25-95	
SG & Design	France	901,807	9	05-04-94	
	U.K.	1,035,864	9-20	09-26-95	
	U.S.A.	1,045,872	15	08-10-96	
	U.S.A.	1,007,311	9	03-25-95	

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>RENEWAL DATE</u>
SONEX	Banlux	372,300		09-09-91
	France	1,165,494	15	03-12-91
	Germany	1,039,237		02-20-91
	Korea	79,864	15	01-06-92
	Sweden	177,382	15	07-03-91
	Taiwan	164,619	85	06-01-91
STEREO & Design	U.S.A.	905,145	15	12-29-90
VICTORY	U.S.A.	1,324,389	15	03-12-91
W.R.C.	U.S.A.	1,555,707	15	09-12-95

GIBSON ACCESSORIES

GRABBERS	U.S.A.	1,324,390	15	03-12-91
THE OBSERVERS	U.S.A.	1,005,290	15	02-25-95