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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):
 FLEET CAPITAL CORPORATION (successor by merger with Fleet Capital Corporation, a Connecticut corporation)

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

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

2. Name and address of receiving party(ies)
 Name: FLEET CAPITAL CORPORATION, AS AGENT
 Internal Address: _____
 Address: _____
 Street Address: 6100 FAIRVIEW ROAD, 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other AMENDMENT

Execution Date: 12/17/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
1,957,393

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 *Deborah E. Lindley* 3/11/04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

03/16/2004 DBYRNE 00000029 1957393 40.00 DP

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

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

(Cross Reference to Security Agreement Recorded at Reel 1453, Frame 0251)

THIS ASSIGNMENT OF, AND AMENDMENT TO, SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Assignment and Amendment"), made this 7th day of December, 2003, by FLEET CAPITAL CORPORATION, a Rhode Island corporation (successor by merger with Fleet Capital Corporation, a Connecticut corporation ("Assignor"), having a place of business at 6100 Fairview Road, Suite 200, Charlotte, North Carolina 28210; 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 Trademark Security Agreement, dated March 19, 1996 ("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 1453, Frame 0251, 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; and

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.

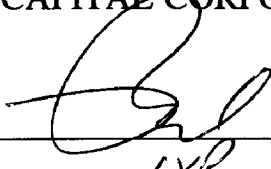
(c) This Assignment and Amendment shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

(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.

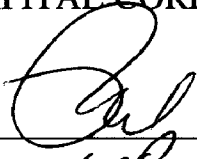
(Signatures begin on next page)

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

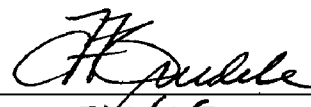
FLEET CAPITAL CORPORATION

By: 
Title: VP

FLEET CAPITAL CORPORATION, as agent

By: 
Title: VP

GIBSON GUITAR CORP.

By: 
Title: VP/CO

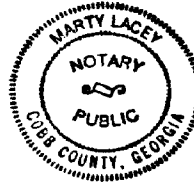
STATE OF GEORGIA

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

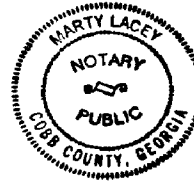
STATE OF GEORGIA

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

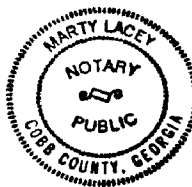
STATE OF GEORGIA

COUNTY OF FULTON

The foregoing Assignment of, and Amendment to, Security Interests in Intellectual Property was executed and acknowledged before me this 16 day of December, 2003, by JANTHONY CRUDELE, personally known to be CHIEF FINANCIAL OFFICER 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**

<u>Registration No.</u>	<u>Registration Date</u>	<u>Description</u>
1,957,393	February 20, 1996	EIPHONE