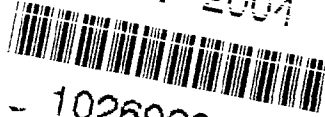


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03-17-2004



102696828

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):

FLEET CAPITAL CORPORATION

- 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 AMENDMENT
- Merger
- Change of Name

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) _____

B. Trademark Registration No.(s) 1,833,789

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, Paralegal

Name of Person Signing

Deborah E. Lindley
Signature

3/11/04
Date

03/16/2004 DBYRNE 00000017 1833789

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

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40.00

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 1183, Frame 0042)

THIS ASSIGNMENT OF, AND AMENDMENT TO, SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Assignment and Amendment"), made this 17th 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; 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 June 14, 1994 ("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 1183, Frame 0042, 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; 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.

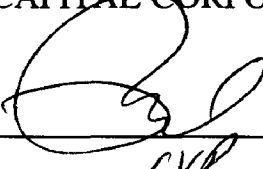
(b) This Assignment and Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

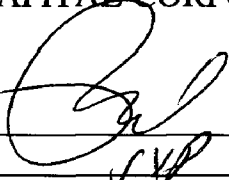
(d) This Assignment and Amendment may be executed in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

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: EVPLCO

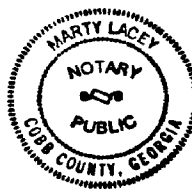
STATE OF GEORGIA

COUNTY OF FULTON

The foregoing Assignment of, and Amendment to, Security Interests in Intellectual Property was executed and acknowledged before me this 14 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 14 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 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>
1,833,789	May 3, 1994	Highly Stylized Letter "E"