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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/04) Tab settings ⇨ ⇨ ⇨



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SHEET 15

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):
GIBSON GUITAR CORP.

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: _____
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/17/03

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 See Schedule "A" Attached

B. Trademark Registration No.(s) _____
 See Schedule "A" Attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: SARAH SEALY
 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: 12

7. Total fee (37 CFR 3.41).....\$ 315.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 SARAH SEALY
 Name of Person Signing

Sarah Sealy
 Signature

JUNE 9, 2004
 Date

Total number of pages including cover sheet, attachments, and document: 23

06/15/2004 ECDOPER 00000153 75819055

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
275.00 OP

TRADEMARK REEL: 002990 FRAME: 0285

**SCHEDULE "A"
TO
TRADEMARKS ONLY COVER SHEET**

**Gibson Guitar Corp. U.S. Trademarks
(Pending)**

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS
GMICS	75/819,055		10/8/99		42
GMICS	75/819,054		10/8/99		15
Classic Mode	75/818,765		10/8/99		15
Classic Mode	75/818,651		10/8/99		9
GMICS	75/818,208		10/8/99		15
DV Demon	75/759,827		7/26/99		9
Memorizer	75/649,514		3/1/99		
Moderne	75/531,449		8/5/98		15
DV DEMON	76/544,126		9/10/03		9
Misc Design	76/521,735		6/10/03		15

(Registered)

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS
Burstbucker	75/516,439	2,295,545	7/9/98	11/30/99	9
Valley Arts	464,304	1,319,300	2/6/84	2/12/85	15

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made this 17th day of December, 2003, by **GIBSON GUITAR CORP.**, a Delaware corporation (hereinafter referred to as "**Gibson**"), having its chief executive office at 309 Plus Park Boulevard, Nashville, Tennessee 37217, and **FLEET CAPITAL CORPORATION**, a Rhode Island corporation, in its capacity as agent for itself and the other Lenders (as such term is defined in the "Loan Agreement" as defined below) (hereinafter referred to as "**Agent**"), having an office at 6100 Fairview Road, Suite 200, Post Office Box 669200, Charlotte, North Carolina 28266:

WITNESSETH:

WHEREAS, Gibson, MusicYo.com Corporation, a Delaware corporation (Gibson and MusicYo.com Corporation being collectively called the "**Borrowers**" and, individually, a "**Borrower**"), certain subsidiaries of Gibson, Agent and Lenders are parties to a certain Amended and Restated Loan and Security Agreement, dated of even date herewith (the Amended and Restated Loan and Security Agreement, as amended, modified, supplement or restated from time to time, being referred to as the "**Loan Agreement**"), which Loan Agreement provides (i) for Lenders to extend credit to or for the account of Borrowers and (ii) for the grant by Borrowers to Agent for the benefit of Lenders of security interests in substantially all of each Borrower's assets, including, without limitation, Gibson's trademarks, trademark applications, trade names and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gibson agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. **Grant of Security Interest.** To secure the complete and timely payment and satisfaction of all of the "Obligations" (as defined in the Loan Agreement), Gibson hereby grants to Agent for the benefit of Lenders a first and valid security interest in all of Gibson's right, title and interest, in the United States and throughout the world, in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, including without limitation, the trademarks and applications listed on **Schedule A**, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and trademark applications, together with

the items described in clauses (a) through(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"; and

(ii) The goodwill of Gibson's business connected with and symbolized by the Trademarks.

3. **Restrictions on Future Agreements.** Gibson agrees that until the Obligations shall have been paid and satisfied in full and the Loan Agreement shall have been terminated in writing, Gibson will not, without Agent's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Gibson's obligations under this Agreement and Gibson further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights granted to Agent under this Agreement.

4. **New Trademarks.** If, before the Obligations shall have been satisfied in full, Gibson shall (i) obtain rights to any new trademarks, trademark registrations or trade names, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or license renewal, the provisions of paragraph 2 above shall automatically apply thereto and Gibson shall give the Agent prompt written notice thereof. Gibson hereby authorizes Agent to modify this Agreement by amending **Schedule A** to include any future trademark applications, trademarks, trademark registrations and trade names which are Trademarks, as under paragraph 2 above or under this paragraph 4.

5. **Payments Under Trademarks.** During the term of this Agreement, all income, royalties, payments and damages due and payable to Gibson under the Trademarks shall be payable to Gibson; provided, however, upon the occurrence of an "Event of Default" (as such term is defined in the Loan Agreement) under the Loan Agreement, all income, royalties, payments and damages received thereafter shall be paid directly to Agent for the benefit of Lenders and shall be applied by Agent on account of Borrowers' Obligations owed under the Loan Agreement. Agent shall have the right to notify payors to make their payments directly to it upon the occurrence of an Event of Default under the Loan Agreement.

6. **Duties of Gibson.** Except for those Trademarks which Gibson reasonably determines are no longer necessary or desirable to maintain in force, Gibson shall have the duty (i) to prosecute diligently any trademark application of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid and satisfied in full, (ii) to make application on trademarks and trade names, as appropriate, and (iii) to preserve and maintain all rights in trademark applications, trademarks and trademark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Gibson.

7. **Waivers.** No course of dealing between Borrowers and Agent or any Lender, or any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder

preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

10. **Release of Security Interest.** Upon full and complete payment and performance of Borrowers' Obligations under the Loan Agreement, this Agreement and the power of attorney granted herein shall automatically terminate and Agent shall release the Trademarks from this Agreement and the Loan Agreement, and shall execute and deliver (at Borrowers' sole cost and expense, either directly or in reimbursement of costs and expenses reasonably incurred by Agent) all documents as may be reasonably necessary to render the Trademarks free and clear of any security interest created pursuant to this Agreement or the Loan Agreement.

11. **Power of Attorney.** Subject to any other express provision of this Agreement, upon the occurrence of an Event of Default or upon the failure, neglect or refusal by Gibson to file, prosecute, defend, issue, maintain, enforce or otherwise take action in respect to the Trademarks as required hereby, or to carry out any of its other obligations or duties under this Agreement, then Gibson hereby appoints and designates Agent its sole attorney to take any such action as Agent reasonably deems necessary under the circumstances, including, without limitation, the employment of counsel, and Gibson shall pay all fees and expenses, including attorneys' fees and expenses, incurred by Agent or any Lender in connection with such action.

12. **Notices.** Gibson shall promptly notify Agent, in writing, of any suit, action, proceeding or counterclaim brought against Gibson relating to, concerned with, or affecting the Trademarks, and shall, on request, deliver to Agent a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep Agent fully advised in writing of the progress of any such suit.

13. **Cumulative Remedies; Effect on Loan Agreement.** All of Agent's and any Lender's rights and remedies with respect to the Trademarks whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Gibson acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Gibson and its successors and assigns, and shall inure to the benefit of Agent and each Lender and their respective successors and assigns.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and the laws of the United States.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.


GIBSON GUITAR CORP.

By: 
Title: EV/CP

[CORPORATE SEAL]

Acknowledged this 17th
day of December, 2003

FLEET CAPITAL CORPORATION, as Agent

By: 
Title: SVP

STATE OF Georgia

COUNTY OF Fulton

I, Marty Lacey, a Notary Public of the County and State aforesaid, certify that Anthony Crivile personally appeared before me this day and acknowledged that (s)he is Chief Financial Officer of GIBSON GUITAR CORP., a Delaware corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by herself/himself as its Chief Financial Officer and sealed with its corporate seal.

WITNESS my hand and official stamp or seal, this 16th day of December, 2003.

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

My commission expires: _____

STATE OF Georgia

COUNTY OF Fulton

I, Marty Lacey, a Notary Public of the County and State aforesaid, certify that Concilio Clark personally appeared before me this day and acknowledged that (s)he is SENIOR VICE President of FLEET CAPITAL CORPORATION, a Rhode Island corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by herself/himself as its SENIOR VICE President.

WITNESS my hand and official stamp or seal, this 16th day of December, 2003.

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

My commission expires: _____

**SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT**

**Gibson Guitar Corp. U.S. Trademarks
(Pending)**

**Gibson Guitar Corp. U.S. Trademarks
(Registered)**

**Gibson Guitar Corp. Foreign Trademarks
(Pending)**

**Gibson Guitar Corp. Foreign Trademarks
(Registered)**

SCHEDULE "A" TO TRADEMARK SECURITY AGREEMENT

**Gibson Guitar Corp. U.S. Trademarks
(Pending)**

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS
GMICS	75/819,055		10/8/99		42
GMICS	75/819,054		10/8/99		15
Classic Mode	75/818,765		10/8/99		15
Classic Mode	75/818,651		10/8/99		9
GMICS	75/818,208		10/8/99		15
DV Demon	75/759,827		7/26/99		9
Memorizer	75/649,514		3/1/99		
Moderne	75/531,449		8/5/98		15
Double Ball	76/313,303		9/11/01		15
Fuzztone	76/299,775		8/15/01		09
Perpetual	76/295,726		8/6/01		9
Indestructible	76/295,371		8/6/01		9
Maestro & Design	76/291,126		7/26/01		9
Titan	76/283,009		7/10/01		9
LPX	76/276,733		6/26/01		15
AEOLIAN	76/250,753		5/2/01		15
EXP	76/230,198		3/26/01		15
LP	76/230,196		3/26/01		15
EX	76/230,185		3/26/01		15
Gibson Pure (& design)	76/201,307		1/29/01		9,15
Gibson Pure (& design)	76/975,419		1/29/01		9,15
Design of Shield and Dog	76/446,922		9/5/02		15
Original Hound Dog	76/446,921		9/5/02		15
Classic Mode	76/429,094		7/10/02		09
Gibson Publishing Company	76/472,129		12/4/02		16
Kalamazoo	76/485,539		1/28/03		09
Bumble Bee	76/491,210		2/19/03		15
Radio King	76/458,774		10/17/02		15
Maestro	76/447,040		9/5/02		15
DV DEMON	76/544,126		9/10/03		9
Misc Design	76/521,735		6/10/03		15

(Registered)

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS
Maestro & Design	71/364,046	328,690	4/22/35	10/1/35	9
Gibson	71/536,891	510,594	10/6/47	6/7/49	15
Slingerland	71/679,499	615,793	1/5/55	11/8/55	15
Fretless Wonder	71/687,692	626,204	5/17/55	5/1/56	15

Gibson	72/267,480	866,698	3/27/67	3/18/69	3-9-15-16
Maestro & Design	72/285,525	887,173	11/24/67	3/3/70	9
Dove & Design	72/352,808	898,315	3/2/70	9/8/70	15
Stereo & Design	72/352,957	905,145	3/3/70	12/29/70	15
Les Paul	72/360,329	918,934	5/20/70	8/24/71	15
Dobro	72/394,267	950,801	6/9/71	1/16/73	15
Epiphone	72/417,439	964,189	3/6/72	7/17/73	15
Gibson	72/452,271	989,617	3/22/73	7/30/74	15
The Ripper	73/013,056	1,005,289	3/27/74	2/25/75	15
Design Split Diamond	73/018,506	1,008,797	4/11/74	4/15/75	15
Design Pineapple	73/018,507	1,008,798	4/11/74	4/15/75	15
Design Split Diamond	73/018,508	1,008,799	4/11/74	4/15/75	15
Duolian	72/400,443	1,009,338	8/18/71	4/22/75	15
"EPI"	73/014,166	1,016,321	2/22/74	7/22/75	15
Design Peghead (Dove Wing)	73/019,795	1,020,485	4/25/74	9/16/75	15
Custom L-5 & Design	73/016,461	1,021,477	3/20/74	9/30/75	15
Design Bell	73/016,410	1,022,637	3/20/74	10/14/75	15
Citation	73/037,975	1,027,899	11/25/74	12/23/75	15
S-G	73/072,312	1,045,872	12/19/75	8/10/76	15
Dobro and Design	73/191,924	1,134,094	11/3/78	4/29/80	15
The Paul	73/195,443	1,147,147	3/12/79	2/17/81	15
Byrdland	73/241,764	1,167,202	12/6/79	9/1/81	15
Flying V	73/343,718	1,216,644	12/28/81	11/16/82	15
Striped Guitar	73/303,094	1,288,465	3/27/81	7/31/84	15
Challenger	73/444,515	1,318,020	9/19/83	2/5/85	15
Magnum	73/438,909	1,322,068	8/11/83	2/26/85	15
Victory	73/480,717	1,324,389	5/17/84	3/12/85	15
Map	73/489,155	1,391,541	7/9/84	4/29/86	15
Design Guitar (Steinberger)	73/426,310	1,394,829	5/17/83	5/27/86	15
Steinberger	73/433,553	1,441,155	7/7/83	6/2/87	15
Les Paul	73/755,647	1,539,282	10/3/88	5/16/89	15
CMI	73/757,272	1,541,051	10/12/88	5/23/89	42
CMI & Design	73/757,401	1,543,093	10/13/88	6/6/89	42
Gibson	73/755,657	1,545,311	10/3/88	6/27/89	15
Chet Atkins	73/774,247	1,557,887	1/12/89	9/26/89	15
Country Gentlemen	73/776,870	1,557,888	1/26/89	9/26/89	15
Design Peghead Profile (Explorer)	73/755,644	1,567,052	10/3/88	11/21/89	15
Power Lines	74/156,217	1,677,559	4/11/91	3/3/92	15
Maestro	74/195,206	1,706,618	8/16/91	8/11/92	15
Brite Wires	74/156,177	1,725,491	4/11/91	10/20/92	15
American Made/World Played	74/276,985	1,745,731	5/19/92	1/12/93	15
Design Guitar Body (Les Paul)	73/675,665	1,782,606	7/31/87	7/20/93	15

Historic Collection	74/373,214	1,798,959	3/30/93	10/12/93	15
Tour Wear	74/321,337	1,815,966	10/9/92	1/11/94	25
E Stylized	74/400,458	1,833,789	6/11/93	5/3/94	15
Headjammer	74/429,598	1,842,807	8/30/93	7/5/94	9
Legrand	74/454,165	1,866,940	11/4/93	12/13/94	15
The Mark of a Great Guitarist	74/400,593	1,870,490	6/11/93	12/27/94	15
Accu-Voice	74/801,772	1,870,491	12/28/92	12/27/94	15
OB-MX	74/379,083	1,871,892	4/15/93	1/3/95	15
Drummer	74/390,864	1,872,083	5/17/93	1/3/95	9
Vintage Re-issue	74/476,960	1,872,419	1/6/93	1/10/95	15
Tobias	74/519,843	1,885,979	5/3/94	3/28/95	15
Kramer	74/460,897	1,888,387	11/22/93	4/11/95	15
OBL	74/173,098	1,899,598	6/5/91	6/13/95	9
"Moustache" Bridge Design	74/434,478	1,911,282	9/13/93	8/15/95	15
Flatiron	74/569,263	1,913,232	9/2/94	8/22/95	15
El Capitan	74/589,498	1,928,040	10/24/94	10/17/95	15
Hummingbird	74/605,069	1,931,670	12/1/94	10/31/95	15
Dove	74/605,071	1,931,671	12/1/94	10/31/95	15
Design Peghead (Reverse Explorer)	74/321,784	1,934,543	10/13/92	11/14/95	15
Custom L-5	74/605,068	1,937,145	12/1/94	11/21/95	15
Epiphone	74/591,025	1,957,393	10/26/94	2/20/96	9,15
Design Peghead (Stairstep)	74/586,508	1,967,503	10/17/94	4/9/96	15
Radio King	74/673,596	1,969,929	5/15/95	4/23/96	15
Wes Montgomery	74/691,011	1,973,045	6/20/95	5/7/96	15
Orville	74/691,010	1,979,647	6/20/95	6/11/96	15
Design Pickguard (Terraced)	74/586,686	1,997,678	10/17/94	8/27/96	15
Design Guitar (ES-335)	74/570,029	2,007,277	9/6/94	10/8/96	15
OB Logo	74/733,322	2,008,143	9/22/95	10/15/96	15
Design Peghead (Cropped Ear)	74/611,857	2,016,857	12/16/94	11/19/96	15
'57 Classic	74/646,024	2,034,846	3/13/95	2/4/97	9
Design Guitar (Flying V)	74/570,030	2,051,790	9/6/94	4/15/97	15
Design Guitar (Explorer)	74/570,078	2,053,805	9/6/94	4/22/97	15
Nighthawk	75/138,573	2,069,841	7/23/96	6/10/97	15
GMI	75/043,257	2,092,075	1/16/96	8/26/97	42
Blues Hawk	75/148,480	2,094,848	8/12/96	9/9/97	15
Studio King	75/138,574	2,135,333	7/23/96	2/10/98	15
Design Cloud	75/140,268	2,150,184	7/26/96	4/14/98	15
Gibson	74/511,250	2,177,027	4/11/94	7/28/98	42
Design Guitar Body (SG)	75/272,182	2,215,791	4/10/97		15
Spirit	75/138,572	2,273,225	7/23/96	8/31/99	15
Dual-Rail	75/412,214	2,293,467	12/30/97	11/16/99	9
Burstbucker	75/516,439	2,295,545	7/9/98	11/30/99	9

Quad-Rail	75/412,208	2,298,816	12/30/97	12/7/99	9
Ear Plug	75/505,142	2,363,070	6/19/98	6/27/00	9
Design Guitar Peghead	75/513,343	2,367,539	7/6/98	7/18/00	15
Oberheim	75/635,030	2,374,612	2/3/99	8/8/00	15
Mo' Baby	75/531,389	2,386,273	8/5/98	9/12/00	15
Direct Connect	75/671,332	2,395,086	3/31/99	10/17/00	35
Swingmaster	75/573,866	2,419,785	10/20/98	1/9/01	15
J-45	76/097,990	2,482,205	7/27/00	8/28/01	15
J-50	76/097,992	2,482,206	7/27/00	8/28/01	15
Musicyo.com	76/109,859	2,485,085	8/15/00	9/4/01	42
Design Guitar Pickguard	75/513,344	2,501,101	7/6/98	10/23/01	15
Goldentone	75/651,005	2,508,455	1/25/99	11/20/01	9,15
"Top Belly" Bridge Design	75/513,340	2,528,669	7/6/98	1/8/02	15
Design Guitar Body (Mo' Baby)	75/531,448	2,534,993	8/5/98	1/29/02	15
Valley Arts	464,304	1,319,300	2/6/84	2/12/85	15

Custom Direct	75/873,076	2,568,567	12/16/99	5/7/02	35
ES	76/230,197	2,599,297	3/26/01	7/23/02	15
FV	76/230,199	2,599,298	3/26/01	7/23/02	15
Goldtone	75/711,277	2,611,145	5/20/99	8/27/02	9
Maestro and Design	76/306,539	2,624,523	8/28/01	9/24/02	15
Maestro	76/316,231	2,624,578	9/24/01	9/24/02	9,15
Design Guitar Body (Moderne)	75/531,331	2,633,416	8/5/98	10/8/02	15
Explorer	75/852,090	2,641,548	11/17/99	10/29/02	15
Pure	76/201,276	2,644,117	1/29/01	10/29/02	15
Design of a Guitar Peghead	76/134,665	2,679,139	9/25/00	1/21/03	
Magic	76/304,596	2,684,617	8/24/01	2/4/03	42
Banana Headstock	75/683,631	2,696,053	4/16/99	3/11/03	
Headstock Design	76/379,042	2,705,574	3/5/02	4/8/03	15
SJ	76/444,063	2,731,881	8/27/02	7/1/03	15
AJ	76/444,064	2,731,882	8/27/02	7/1/03	15
GIBSON PURE	76/975,419	2,738,824	1/29/01	7/15/03	15
Valley Arts	76/444,524	2,751,275	8/28/02	81203	15

**Gibson Guitar Corp. Foreign Trademarks
(Pending)**

MARK	COUNTRY	SERIAL NO.	ISSUE NO.	FILING DATE	ISSUE DATE	CLASS
Design Bell	India	687870		11/22/95		15
Design Guitar (ES-335)	Japan	11-92307		10/13/99		15
Design Guitar (Explorer)	Japan	11-92310		10/13/99		15
Design Guitar (Flying V)	Japan	11-92309		10/13/99		15
Design Guitar Body (ES)	Korea	40-1999-6547		3/4/99		15
Design Guitar body (Explorer)	Korea	40-1999-6550		3/4/99		15
Design Guitar Body (Flying V)	Korea	40-1999-6549		3/4/99		15
Design Guitar Body (Les Paul)	Canada	765,984				15
Design Guitar Body (Les Paul)	France	94/520,968		5/9/94		15
Design Guitar Body (Les Paul)	Korea	40-1999-2480		1/28/99		15
Design Guitar Body (Les Paul)	Mexico	372833		4/26/99		15
Design Guitar Body (SG)	Japan	11-92308		10/13/99		15
Design Guitar Body (SG)	Korea	40-1999-6548		3/4/99		15
Design Pedhead (Dove Wing 3-D)	Germany	395 51 614.5		12/18/95		
Design Peghead (Dove Wing)	India	687,871		11/22/95		15
DV Demon	Japan	2000-001962		1/17/00		9
Epiphone	India	687873		11/22/95		15
Epiphone	Malaysia	97/00073		1/3/97		15
Epiphone	Philippines	117872		2/13/97		15
ES Body Shape	Japan	2000-134122		12/13/00		15
EX	Korea	40-2001-0005552		2/15/01		15
Explorer Body Shape	Japan	2000-134125		12/13/00		15
Flying V Body Shape	Japan	2000-134124		12/13/00		15
FV	Korea	40-2001-0005554		2/15/01		15
Gibson	India	687872		11/25/95		15
Gibson	Italy	RM98C 3000364		1/28/98		
Gibson	Malaysia	96/10128		8/27/96		9
Gibson	Philippines	98799-PN		3/8/95		
Gibson	U.K.	2129557		4/14/97		25
Kramer	Brazil	819826065		2/26/97		15
Kramer	India	753327		1/27/97		15
Kramer	Malaysia	97/00074		1/3/97		15
Kramer	Philippines	117873		2/13/97		15
Kramer	South Africa	96/18270		12/20/96		15
Kramer	Venezuela	21.670-96		12/17/96		15
Les Paul	Paraguay	3063/97		2/21/97		
Les Paul	Philippines	98797-PN		3/8/95		15
Les Paul (signature)	India	732,672		9/10/96		15

LP	Korea	40-2001-000555		2/15/01	15
SG	Korea	40-2001-0005556		2/15/01	15
SG Body Shape	Japan	2000-134123		12/13/00	15
Valley Arts	Argentina	2,388,004		8/29/02	
Valley Arts	Australia	924741		8/27/02	
Valley Arts	Austria	AM5565/2002			
Valley Arts	Benelux	1017175		8/28/02	
Valley Arts	Brazil	824857402		9/19/02	
Valley Arts	Canada	1,151,160		8/28/02	
Tobias	China	3415580		12/24/02	
Slingerland	China	3415526		12/24/02	
Electar	China	3415525		12/24/02	
Dobro	China	3415524		12/24/02	
Maestro	China	3415523		12/24/02	
Maestro	China	3415579		12/24/02	
Valley Arts	Finland	T200202747		10/2/02	
Valley Arts	Greece	148.107		8/28/02	
Valley Arts	India	1133348		9/13/02	
Valley Arts	Indonesia	D00 2002 25404-25679		11/1/02	
Valley Arts	Ireland	2002/01855		9/16/02	
Valley Arts	Japan	2002-074729		9/3/02	
Valley Arts	Malaysia	2002-10663		8/29/02	
Valley Arts	Panama	123346		10/1/02	
Valley Arts	Paraguay	21418-2002		9/4/02	
Valley Arts	Portugal	366 524		8/28/02	
Valley Arts	Singapore	T02/13984A		9/10/02	
Valley Arts	South Africa	2002/13108			
Valley Arts	Spain	2502615(1)		8/29/02	
Valley Arts	Sweden	02-05666		9/3/02	
Design Peghead (Dove Wing)	Taiwan	3316831		9/23/02	
FV	Taiwan	3318089		9/24/02	
SG	Taiwan	3318088		9/24/02	
ES	Taiwan	3318087		9/28/02	
EX	Taiwan	3318086		9/28/02	
EXP	Taiwan	3318085		9/24/02	
LP	Taiwan	3318084		9/24/02	
valley Arts	Taiwan	3318083		9/24/02	
Valley Arts	Thailand	497065		9/5/02	
Valley Arts	Venezuela	2002-013437		8/29/02	
Epiphone	Vietnam	4-2002-01480		3/22/02	
Kramer	Vietnam	4-2002-01489		3/25/02	
Les Paul	Vietnam	4-2002-01481		3/22/02	

Design of a Bell Shape	Vietnam	4-2002-01482		3/22/02	
Design of Peghead Profile	Vietnam	4-2002-01483		3/22/02	
Gibson	Vietnam	4-2002-01484		3/22/02	

**Gibson Guitar Corp. Foreign Trademarks
(Registered)**

MARK	COUNTRY	SERIAL NO.	ISSUE NO.	FILING DATE	ISSUE DATE	CLASS
Byrdland	Japan	54-094988	1,581,852	12/14/79	4/27/83	24
Cordovox (Design)	Canada	280,005	137,335	1/16/64	9/18/64	
Design Bell	Australia	290,983	290-983	10/2/75	10/29/78	15
Design Bell	Benelux	36,495	335,221	10/22/75	12/30/75	15
Design Bell	Canada	390,543	221,031	10/7/75	6/10/77	
Design Bell	China	94032665	1098860	4/18/94	9/14/97	15
Design Bell	Denmark	1227/1976	1227/1976	10/1/75	3/26/76	15
Design Bell	France	21,181	936,101	10/23/75	10/23/75	15
Design Bell	France	201,127	1,365,263	10/23/75	10/23/75	15
Design Bell	Germany	960,290	960,290	10/2/75	7/13/77	15
Design Bell	Indonesia	D95 5487	358080	4/4/95	4/18/96	15
Design Bell	Italy	323,439	323,439	10/2/95	9/23/97	15
Design Bell	Japan	50-119,162	1,619,438	10/1/75	9/29/83	24
Design Bell	Korea	95-30118	372376	8/4/95	8/13/97	51
Design Bell	New Zealand	113,449	113,449	10/9/75	2/13/78	15
Design Bell	Norway	96,073	96,073	10/6/75	2/26/76	15
Design Bell	Philippines	98795-PN	4-1995-99773	1/11/95	1/14/00	15
Design Bell	Singapore	65,811	65,811	10/15/75	10/15/75	15
Design Bell	South Africa	75/5230	74/5230	9/30/75	9/30/75	15
Design Bell	Spain	800,428	800,428	10/9/75	3/31/78	15
Design Bell	Sweden	4272/1975	154,513	10/2/75	2/27/76	15
Design Bell	Switzerland	5190	281,429	10/27/75	10/27/75	15
Design Bell	Taiwan	84029793	715453	6/16/95	5/1/96	15
Design Bell	U.K.	1,052,834	1,052,834	9/30/75	10/21/76	15
Design Guitar (Steinberger)	Korea	83-15780	109,982	11/16/83	2/6/85	51
Design Guitar Body (Les Paul)	Australia	713871	713871	7/29/96	7/29/96	15
Design Guitar Body (Les Paul)	Italy	RM94C/004263	689927	9/28/94	10/16/96	15
Design Guitar Body (Les Paul)	Japan	06-121248	4049767	12/2/94	8/29/97	15
Design Guitar Body (Les Paul)	Philippines	98796-PN	4-1995-99774	3/8/95	3/10/00	15
Design Guitar Body (Les Paul)	U.K.	2,002,868	2,002,868	11/18/94	2/4/00	15
Design Peghead (Dove Wing)	Australia	A290,986	A290,986	10/2/75	1/17/79	15

Design Peghead (Dove Wing)	Benelux	36,497	335,223	10/22/75	12/30/75	15
Design Peghead (Dove Wing)	Canada	394,816	223,827	2/19/76	10/28/77	
Design Peghead (Dove Wing)	Denmark	4106/1975	1229/1976	10/1/75	3/26/76	15
Design Peghead (Dove Wing)	France	201,130	1,365,264	10/23/75	10/23/75	15
Design Peghead (Dove Wing)	Germany	14676/15	960,291	10/2/75	7/13/77	15
Design Peghead (Dove Wing)	Germany (3d)	39551612	39551612			15
Design Peghead (Dove Wing)	Indonesia	D95 5494	367733	4/4/95	9/16/96	15
Design Peghead (Dove Wing)	Italy	34963 C/75	323,442	10/9/75	10/9/75	15
Design Peghead (Dove Wing)	Korea	95-30117	389775	8/4/95	1/7/98	51
Design Peghead (Dove Wing)	New Zealand	113,450	113,450	10/9/75	3/23/79	15
Design Peghead (Dove Wing)	Norway	123510	97,028	10/6/75	8/5/76	15
Design Peghead (Dove Wing)	Philippines	98798-PN	4-1995-99776	3/8/95	1/14/00	15
Design Peghead (Dove Wing)	Singapore	65,813	65,813	10/15/75	10/15/75	15
Design Peghead (Dove Wing)	South Africa	75/5233	75/5233	9/30/75	7/4/77	15
Design Peghead (Dove Wing)	Spain	800,430	800,430	10/9/75	3/31/78	15
Design Peghead (Dove Wing)	Sweden	4274/1975	154,515	12/5/75	2/27/76	15
Design Peghead (Dove Wing)	Taiwan	84029794	722357	6/16/95	7/16/96	15
Design Peghead (Dove Wing)	U.K.	1,052,837	1,052,837	9/30/75	11/30/77	15
Design Pineapple	Australia	A-290,985	A-290,985	10/2/75	1/19/78	
Design Pineapple	Canada	390,545	220,124	10/7/75	4/22/77	15
Design Pineapple	France	201,129	1,364,502	10/23/75	10/23/75	15
Design Pineapple	Germany	N14 677/15 Wz	952,766	10/2/75	12/20/76	15
Design Pineapple	Italy	34962 C/75	323,441	10/9/75	10/9/75	15
Design Pineapple	Japan	50-119163	2698550	10/1/75	10/31/94	24
Design Pineapple	New Zealand	113,447	113,447	10/9/75	4/29/77	15
Design Pineapple	South Africa	75/5234	75/5234	9/30/75	11/5/76	15
Design Pineapple	U.K.	1,052,836	1,052,836	9/30/75	9/21/76	15
Design Split Diamond	Australia	A290,984	A290,984	10/2/75	1/23/77	15
Design Split Diamond	Benelux	36,496	335,222	10/22/75	12/30/75	15
Design Split Diamond	Canada	390,544	220,268	10/7/75	4/29/77	
Design Split Diamond	Denmark	4107/1975	1232/1976	10/1/75	3/26/76	15
Design Split Diamond	France	201,128	1,365,261	10/23/75	10/23/75	15
Design Split Diamond	Germany	N14 679 Wz	952,768	10/2/75	12/20/76	15

Epiphone	China	94032664	807,961	4/18/94	1/14/96	15
Epiphone	Finland	139359	139359	1/10/97	9/30/97	9, 15
Epiphone	Finland	199700093	207765	1/10/97	9/30/97	9,15
Epiphone	France	173,197	901,810	5/8/74	5/8/74	15
Epiphone	France	701,556	1,271,371	4/29/84	5/4/84	15
Epiphone	Germany	N14 065/15 Wz	936,696	4/29/74	10/17/75	15
Epiphone	Greece	131.851	131851	1/9/97	11/17/98	9, 15
Epiphone	Indonesia	D97 4020	406,679	3/10/97	11/25/97	15
Epiphone	Ireland	97/0340	203450	1/27/97	3/9/99	15
Epiphone	Italy	33994 C/74	306,798	5/6/74	11/5/77	15
Epiphone	Japan	129 665/70	1,040,508	12/14/70	11/1/73	24
Epiphone	Japan	24428/72	1,416,302	2/21/72	4/30/80	24
Epiphone	Japan	63-049069	2,325,114	4/28/88	7/31/91	24
Epiphone	Korea	93-019406	310555	6/9/93	11/7/94	51
Epiphone	Mexico	43130	355,059	6/3/88	11/8/88	36
Epiphone	New Zealand	271121	271121	12/23/96	9/24/97	15
Epiphone	Norway	118.856	92,541	5/20/74	1/9/75	15
Epiphone	Panama	086005	086005	2/27/97	6/30/98	15
Epiphone	Paraguay	25-81696	196479	12/18/96	8/28/97	15
Epiphone	Paraguay	25814-96	196480	12/18/96	8/28/97	15
Epiphone	Portugal	187,193	187,193	8/28/74	1/20/82	
Epiphone	Singapore	S/163/97	T97/00163Z	1/7/97	1/7/97	15
Epiphone	South Africa	76/2563	76/2563	5/21/76	9/2/77	15
Epiphone	Spain	762,274	762,274	8/5/74	6/10/77	15
Epiphone	Sweden	96-11873	327 560	12/17/96		9,15
Epiphone	Switzerland	2665	292,224	5/27/77	4/6/78	15
Epiphone	Taiwan	85065059	00809585	12/20/96	7/16/98	15
Epiphone	Thailand	326012	Kor74648	1/15/97	7/14/98	15
Epiphone	U.K.	1,028,099	1,028,099	4/17/74	12/2/75	15
Epiphone	Venezuela	1069-97	P-203360	1/21/97	1/23/98	15
Epiphone	Chile	551.959	625.836		3/27/02	15
ES Body Shape	China	1,511,553	1,511,553		1/21/01	15
EXP	Korea	40-2001-0005553	515993	2/15/01	3/27/02	15
Explorer Body Shape	China	1,511,554	1,511,554		1/21/01	15
Flying Body Shape	China	1,511,551	1,511,551		1/21/01	15
Gibson	Argentina	1,784,180	1,441,290	12/19/90	5/31/93	15
Gibson	Australia	A85,364	A85,364		9/24/73	9
Gibson	Australia	B216,533	B216,533	2/2/68	5/23/72	15
Gibson	Australia	B216,534	B216,534	2/2/68	12/17/71	9
Gibson	Austria	61,668	61,668	1/23/68	5/8/68	
Gibson	Benelux	588,353	110,481	12/31/71	11/5/74	15
Gibson	Benelux		113,967		2/14/68	
Gibson	Benelux		167,259	3/1/68	7/1/98	
Gibson	Brazil	816767580	816767580	6/7/92	9/14/93	

Gibson (restaurant & bar services)	Germany	G44 446/42 Wz	2,086,972	4/5/94	12/12/94	9 - 15
Gibson (script)	Germany	G17 388/25 W	859,222	1/22/68	7/14/69	42
Humbucker	Japan	5-722534	1,635,553	1/18/74	11/25/83	15
Humbucker	U.K.	1,034,913	1,034,913	9/4/74	11/24/75	15
Humbucking	U.K.	1,049,542	1,049,542	7/15/75	6/23/76	15
Kramer	Argentina	2,062,742	1,760,597	12/23/96	12/4/99	15
Kramer	Australia	724208	724208	12/17/96	12/17/96	15
Kramer	Austria	AM293/97	169071	1/23/97	4/2/97	15
Kramer	Benelux	886774	607367	1/30/97	1/30/97	15
Kramer	Chile	364.472	490.415	12/19/96	7/25/97	15
Kramer	China	970005084	1154213	1/16/97	2/28/98	15
Kramer	Denmark	00354/1997	04073/1997	1/23/97	10/3/97	15
Kramer	Finland	T199700695	208462	2/18/97	11/28/97	15
Kramer	France	97/660.578	97/660.578	1/24/97	1/24/97	15
Kramer	Germany	397 03 237	397 03 237	1/27/97	3/19/97	15
Kramer	Greece	132.012	132.012	1/29/97	1/17/01	15
Kramer	Indonesia	406,719	D97 4019	3/10/97	12/1/97	15
Kramer	Ireland	97/0455	203911	2/5/97	4/7/99	15
Kramer	Italy	RM97C000765	780449	2/14/97	5/12/99	15
Kramer	Japan	09-002466	4420766	1/16/97	9/29/00	15
Kramer	Korea	35-57141	390884	1/20/96	1/14/98	51
Kramer	Mexico	283733	541.068	1/9/97	1/9/97	15
Kramer	New Zealand	270964	270964	12/19/96	8/19/98	15
Kramer	Norway	97.0707	185418	1/28/97	9/25/97	15
Kramer	Panama	086004	086004	2/27/97	2/27/97	15
Kramer	Paragua	25906-96	196487	12/19/96	8/28/97	15
Kramer	Portugal	321,553	321,553	1/28/97	9/1/97	15
Kramer	Singapore	190/97	T97/00190G	1/7/97	1/7/97	15
Kramer	Spain	2069961	2069961	1/24/97	7/7/97	15
Kramer	Sweden	97-00759	332 486	1/22/97	8/20/99	15
Kramer	Switzerland	3121/1996	442697	12/18/96	7/11/97	15
Kramer	Taiwan	85065058	00809584	12/20/96	7/16/98	
Kramer	Thailand	325483	Kor67420	1/7/97	1/13/98	15
Kramer	U.K.	2121523	2121523	1/22/97	7/25/97	15
Labseries	Canada	426,658	240,965	6/27/78	3/14/80	
Labseries	Germany	G44 708/9 Wz.	2096499	5/27/94	5/16/95	9
Les Paul	Argentina	986.413	810.124	4/29/74	11/4/74	
Les Paul	Argentina	1,461,983	1,156,072	10/25/84	7/2/85	
Les Paul	Argentina	1,976,472	1,588,470	5/10/95	1/15/96	15
Les Paul	Australia	B337,378	B337,378	4/4/74	11/9/81	9
Les Paul	Australia	B277,429	B277,429	4/4/74	7/31/80	15
Les Paul	Austria	77,816	77,816	3/25/74	7/15/74	15
Les Paul	Benelux	34,146	325,551	4/23/74	4/23/74	15
Les Paul	Brazil	017821	6,585,965	10/1/74	8/10/77	15

Slingerland	France	96/607909	96/607909	1/29/96	7/26/96	15
Slingerland	France	93/457161	93/457161	2/26/93	2/26/93	15
Slingerland	Japan	5-120244	3207462	11/30/93	10/31/96	15
Slingerland	Taiwan	84023415	715448	5/15/95	5/1/96	15
Slingerland	U.K.	2,020,462	2,020,462	5/12/95	2/23/96	15
Spirit	Japan	2695055-1	2695055-1		9/30/94	
Steinberger	Brazil	818461861	818461861	9/5/96	3/3/98	18 (15.10)
Steinberger	Germany	St13 604/15 Wz	1,082,208	8/30/83	9/24/85	15
Steinberger	Japan	57-89884	1,871,916	4/5/96	6/27/86	15
Steinberger	Korea	83-15781	109,097	11/16/83	1/17/85	15
Steinberger	Thailand	170117	146196	10/15/87	8/1/94	
Steinberger	Thailand	341,356	Kor63541	8/15/97	9/25/97	15
Valley Arts Guitars	Japan	59-84549	1,969,924	7/31/84	7/23/87	
Victory	Canada	519063	TMA298,370	3/21/84	12/21/84	
Design Guitar Body (Les Paul)	China	9900015076	1750818	2/9/99	4/21/02	
Gibson	Argentina	2.049.694	1,877,530		6/25/02	
Gibson Guitar & Design	South Korea	40-2001-22969	0525009	5/28/01	7/10/02	
Kramer	Canada	832,624	556,836	12/30/96	1/24/02	
Steinberger	China	2012688	2012688		9/28/02	
Valley Arts	Chile	579.669	653.471	8/29/02	12/30/02	
Valley Arts	Denmark	VA 2002 03406	VR 2002 03152	8/28/02	11/9/12	
Valley Arts	France	02/3181688	02/318688	9/3/02		
Valley Arts	Germany	302 42 843.7	302 42 843	8/27/02	1/28/03	
Valley Arts	Mexico	567287	767,658	9/24/02	10/31/02	
Valley Arts	New Zealand	663548	663548	8/29/02	3/3/03	
Valley Arts	Switzerland	7620/2002	505023	9/3/02		
Valley Arts	U.K.	2309441	2309441	8/30/02	1/31/03	