

5/17/04

12-07-2004



RECORD/ TRAL 102895842

DEPARTMENT OF COMMERCE Patent and Trademark Office

Form PTO-101 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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)
- 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
- 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)

SEE ATTACHED SCHEDULE "A"

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:

46

7. Total fee (37 CFR 3.41) \$ 1165.00

- 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

March 12, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 9

05/20/2004 DBYRNE 00000103 75873676

01 FC:8521  
02 FC:8522

40.00 OP  
1125.00 OP

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

EXHIBIT A  
TO  
TRADEMARKS ONLY COVER SHEET

Trademark Registrations

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS
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
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
Swingmaster	75/573,866	2,419,785	10/20/98	1/9/01	15

Trademark Applications

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS
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
SJ	76/444,063		8/27/02		15
AJ	76/444,064		8/27/02		15
Classic Mode	76/429,094		7/10/02		09
Valley Arts	76/444,524		8/28/02		15
Goldtone	75/651,006		1/25/99		9,15
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
Double Ball	76/313,303		9/11/01		15
Fuzztone	76/299,775		8/15/01		9
Perpetual	76/295,726		8/6/01		9
Indestructible	76/295,371		8/6/01		9
Maestro and 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

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

(Cross Reference to Security Agreement Recorded at Reel 002814, Frame 0324)

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 July 15, 2003 ("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 002814, Frame 0324, 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 as of the date hereof, 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.

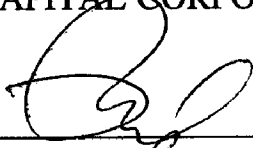
(c) This Assignment and Amendment shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

(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.

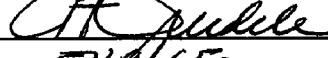
FLEET CAPITAL CORPORATION

By:   
Title: VP

FLEET CAPITAL CORPORATION, as agent

By:   
Title: VP

GIBSON GUITAR CORP.

By:   
Title: EVF/CFO

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<sup>th</sup> 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: \_\_\_\_\_



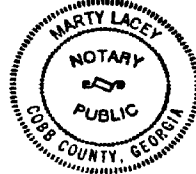
MARTY LACEY  
Notary Public, Cobb County, Georgia  
My Commission Expires Feb. 18, 2006

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 16<sup>th</sup> 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

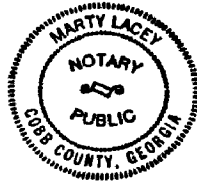
STATE OF Georgia

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 F. Crivello, 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

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