

12-20-2004

RE



12.20.05

1

102907031

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Gibson Guitar Corp.

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

Citizenship (see guidelines) Delaware

Execution Date(s) November 12, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Fleet Capital Corporation

Internal

Address: _____

Street Address: 6100 Fairview Rd., Ste 200

City: Charlotte

State: North Carolina

Country: USA Zip: 28210

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Rhode Island
☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sarah Sealy

Internal Address: _____

Street Address: Carruthers & Roth, P.A.
235 N. Edgeworth Street

City: Greensboro

State: North Carolina Zip: 27401

Phone Number: (336) 379-8651

Fax Number: (336) 478-1114

Email Address: SMSP@CRLAW.COM

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

Sarah Sealy, Paralegal

Name of Person Signing

12-17-04
Date

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/20/2004 6TON11 00000181 71224533

01 FC:0521

40.00 OP

02 FC:0522

200.00 OP

TRADEMARK
REEL: 003095 FRAME: 0277

ATTACHMENT TO
RECORDATION FORM COVER SHEET

SCHEDULE OF TRADEMARK REGISTRATION AND
APPLICATION NUMBERS

CONVEYING PARTY: Gibson Guitar Corp.

RECEIVING PARTY: Fleet Capital Corporation

EXECUTION DATE: November 12, 2004

NATURE OF CONVEYANCE: Security Agreement

Registered Marks								
	Description	Country	AppSerNo	IssueNo	FilingDate	IssueDate	Class	Status
1	Wurlitzer	U.S.	71/224,533	0,214,557	12/10/1925	6/29/1926	15	Issued- file section 15 and republish under 12c 1/31/03
2	Wurlitzer	U.S.	71/536,203	0,504,653	9/27/1947	12/7/1948	15	Issued- renew by 06/07/08
3	Wurlitzer	U.S.	72/255,147	0,850,502	9/26/1966	6/11/1968	9	Issued- renew by 12/11/07
4	Wurlitzer	U.S.	73/003,104	0,996,084	10/9/1973	10/22/1974	9	Registered- renew by 04/22/04
5	Wurlitzer	U.S.	71/561,280	0,522,270	7/13/1948	3/14/1950	9	Registered- renew by 09/14/09
6	Wurlitzer Means Music To Millions	U.S.	72/252,921	0,865,930	8/22/1966	3/4/1969	35	Registered-renew by 3/4/2009

Intent To Use Applications								
	Description	Country	AppSerNo	IssueNo	FilingDate	IssueDate	Class	Status
7	Wurlitzer	U.S.	76/567,670		12/19/2003		9	Pending
8	Wurlitzer: More Piano, More Piano Value	U.S.	76/415,256		6/5/2002		15	Pending
9	Wurly	U.S.	76/484,388		1/22/2003		9	Pending

Prepared by: Sarah Sealy, Paralegal
Carruthers & Roth, P.A.
235 North Edgeworth Street
Greensboro, North Carolina 27401
Telephone: 336-379-8651
Email: sms@crlaw.com

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made this 12th day of November, 2004, 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 December 17, 2003 (the Amended and Restated Loan and Security Agreement, as amended, modified, supplemented 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 the following property, in each case whether now existing or hereafter acquired or arising and whether registered and unregistered and wherever the same may be located (the "Trademark Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, domain names, designs and general intangibles of like natures, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Borrower (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and

where the licensor has elected such termination remedy), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Lender for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Borrower's business symbolized by the Trademarks or associated therewith; and

(iv) all proceeds of any and all of the foregoing Trademark Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason or loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

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.** Gibson represents and warrants that the Trademarks listed on Schedule A constitute all of the Trademarks registered or acquired by Gibson since December 17, 2003. 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: VP / CFO

[CORPORATE SEAL]

Acknowledged this _____
day of November, 2004

FLEET CAPITAL CORPORATION, as Agent

By: _____
Title: _____

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

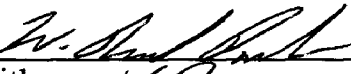
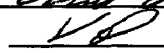
GIBSON GUITAR CORP.

By: _____
Title: _____

[CORPORATE SEAL]

Acknowledged this 23rd
day of November, 2004

FLEET CAPITAL CORPORATION, as Agent

By: 
Title: 

STATE OF Tennessee

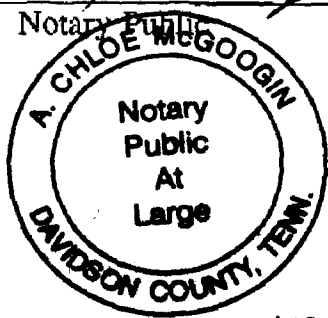
COUNTY OF Davidson

I, A. Chloe McGoogin, a Notary Public of the County and State
aforesaid, certify that Anthony Crudele personally appeared before me this
day and acknowledged that (s)he is CFO 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 CFO
and sealed with its corporate seal.

WITNESS my hand and official stamp or seal, this _____ day of November, 2004.

A. Chloe McGoogin
Notary Public

My commission expires: _____



STATE OF _____

COUNTY OF _____

My Commission Expires
November 24, 2007

I, _____, a Notary Public of the County and State
aforesaid, certify that _____ personally appeared before me this day and
acknowledged that (s)he is _____ 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 _____ President.

WITNESS my hand and official stamp or seal, this _____ day of November, 2004.

Notary Public

My commission expires: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that (s)he is _____ 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 _____ and sealed with its corporate seal.

WITNESS my hand and official stamp or seal, this _____ day of November, 2004.

Notary Public

My commission expires: _____

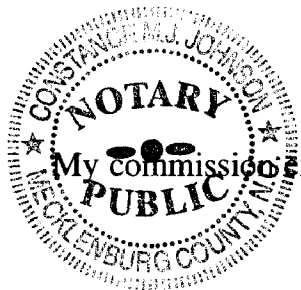
STATE OF North Carolina

COUNTY OF Mecklenburg

I, Constance M. J. Johnson, a Notary Public of the County and State aforesaid, certify that W. Reed Arden personally appeared before me this day and acknowledged that (s)he is 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 Vice President.

WITNESS my hand and official stamp or seal, this 23rd day of November, 2004.

Constance M. J. Johnson
Notary Public



My commission expires: 3/6/08

SCHEDULE A TO

TRADEMARK SECURITY AGREEMENT

Registered Marks							
Description	Country	AppSerNo	IssueNo	FilingDate	IssueDate	Class	Status
Wurlitzer	Argentina	1851236	1,493,740		12/30/1993	9	Renewal due 12/30/03. Substitute appl being filed.
Wurlitzer	Australia	A260556	A260556				Renewal due 07/26/07
Wurlitzer	Australia	A77999	A77999		4/30/1941	15	Renewal due 04/30/07
Wurlitzer	Australia	B167055	B167055		6/1/1961	15	Renewal due 01/06/06
Wurlitzer	Australia	B167054	B167054		6/1/1961	9	Renewal due 01/06/06
Wurlitzer	Austria	86778	86778				Renewal due 11/30/07
Wurlitzer	Austria	36805	36805				Renewal due 06/30/07
Wurlitzer	Belgium	109658	109658				Renewal due 12/31/05
Wurlitzer	Brazil	820.241.032	820.241.032	9/8/1997	10/19/1999		Renewal due 10/19/09
Wurlitzer	Canada	50/13386	50/13386	7/18/1939	7/18/1939	15	Renewal due 07/18/14
Wurlitzer	China	3368355	3368355	11/13/2002			Registered
Wurlitzer	Denmark	03062/1977	03062/1977				Renewal due 09/09/07
Wurlitzer	Finland	39,616	39,616			9, 15	Renewal due 11/24/12
Wurlitzer	France	1558400	1558400				Renewal due 06/01/09
Wurlitzer	France	1,325,914	1,325,914				Renewal due 10/07/05
Wurlitzer	Germany	992746	992746				Renewal due 11/30/08
Wurlitzer	Israel	76229	76229	5/4/1990	5/4/1990	9	Renewal due 05/04/11
Wurlitzer	Israel	49932	49932				Renewal due 04/24/15
Wurlitzer	Italy	373394	373394				Renewal due 05/06/09
Wurlitzer	Italy	373395	373395				Renewal due 05/10/09
Wurlitzer	Japan	3-3834	2592839	1/21/1991	10/29/1993	11	Renewal due

Registered Marks							
Description	Country	AppSerNo	IssueNo	FilingDate	IssueDate	Class	Status
							10/29/13
Wurlitzer	Japan	2,444,218	2,444,218			24	Renew by 8/31/12
Wurlitzer	Korea	247,865	247,865			39	Renewed as 50-2002-9368
Wurlitzer	Korea	245,627	245,627			51	Renewal due 8/5/11
Wurlitzer	Korea	236634	236634			36	Renewal due 4/30/11
Wurlitzer	Korea	50-2002-9368	50-2002-9368		1/22/2003		Renewal due 8/25/11
Wurlitzer	Lebanon	32/15691	57688	4/10/1992	4/10/1992	9	Renewal due 04/10/07
Wurlitzer	Mexico	301,018	301,018			15	Renewal due 02/01/06
Wurlitzer	Netherlands	1910	1910				Renewal due 10/25/06
Wurlitzer	New Zealand	B37,732	B37,732		8/8/1939	8	Renewal due 08/08/09
Wurlitzer	New Zealand	69757	69757			15	Renewal due 10/27/10
Wurlitzer	Norway	27494	27494				Renewal due 07/12/09
Wurlitzer	Peru	163175	99530			9	Renew by 9/30/02; renewal in process.
Wurlitzer	South Africa	B73/1164	B73/1164	3/12/1973			Renewal due 03/12/13
Wurlitzer	Spain	65669	65669			9	Renewal due 10/30/07
Wurlitzer	Sweden	90378	90378			9, 15	Renewal due 09/23/10
Wurlitzer	Switzerland	351543	351543			9, 15	Renewal due 10/15/06
Wurlitzer	Taiwan	141394	141394				Renewal due 09/30/10
Wurlitzer	Taiwan	141437	141437		10/1/1980	94	Renewal due 09/30/10
Wurlitzer	U.K.	B605450	B605450	3/21/1974		09	Issued-renew by 3/21/2012
Wurlitzer	U.K.	B460437	B460437			9	Renewal due 07/09/05
Wurlitzer	U.S.	71/224,533	0,214,557	12/10/1925	6/29/1926	15	Issued- file section 15 and republish under

Registered Marks							
Description	Country	AppSerNo	IssueNo	FilingDate	IssueDate	Class	Status
							12c 1/31/03
Wurlitzer	U.S.	71/536,203	0,504,653	9/27/1947	12/7/1948	15	Issued- renew by 06/07/08
Wurlitzer	U.S.	72/255,147	0,850,502	9/26/1966	6/11/1968	9	Issued- renew by 12/11/07
Wurlitzer	U.S.	73/003,104	0,996,084	10/9/1973	10/22/1974	9	Registered- renew by 04/22/04
Wurlitzer	U.S.	71/561,280	0,522,270	7/13/1948	3/14/1950	9	Registered- renew by 09/14/09
Wurlitzer Means Music To Millions	U.S.	72/252,921	0,865,930	8/22/1966	3/4/1969	35	Registered- renew by 3/4/2009
Wurlitzer	Venezuela	67,173/71	67,173/71			21	Renew by 6/3/02. Renewal in process.

Intent To Use Applications							
Description	Country	AppSerNo	IssueNo	FilingDate	IssueDate	Class	Status
Wurlitzer	U.S.	76/567,670		12/19/2003		9	Pending
Wurlitzer: More Piano, More Piano Value	U.S.	76/415,256		6/5/2002		15	Pending
Wurly	U.S.	76/484,388		1/22/2003		9	Pending