Other Assignment	Form PTO-1594 (Rey, 10/02)	RECORDATION FOR	i de la companya de	U.S. DEPARTMENT OF COMMERCE U.S. Palent and Trademark Office	
To the Honorable Commissioner of Patents and Trademerke: Please racord the attached original documents or copy thereof. 1. Name of conveying party(les): Gibson Guitar Corp. Individual(s) General Partnership Corporation-State Delaware Other Additional name(e) of conveying party(les) attached? Yes No 3. Nature of conveying party(les) attached? Yes No 3. Nature of conveying party(les) attached? Yes No Other Assignment Security Agreement Other Change of Name Other Execution Date: August 18, 2005 4. Application number(s) or registration number(s): A Trademark Application No.(s) See attached Exhibit A Additional number(s) attached Exhibit A Additional number(s) attached Socienting Agreement Additional number(s) attached Exhibit A Additional number(s) attached Ex					
1. Name of conveying party(les): Gibson Guitar Corp. Individual(s) General Partnership Corporation-State Delaware Other Additional rame(s) of conveying party(les) attached? Yes No 3. Nature of conveyance: Assignment Other Change of Name Chert August 18, 2005 4. Application number(s) or registration number(s): A Trademark Application No.(s) Execution Date: August 18, 2005 5. Name and address of party to whom correspondence concerning document should be malled: Name: Bank of America, N.A., as Agent Internal Address: Street Address: 300 Galleria Parkway, Ste 800 City: Atlanta State GA Zip. 30339 Individual(s) citizenship Association General Partnership Corporation-State Other Comporation-State Other Security Agreement Other Change of Name Is assignment Comporation-State Other Security Agreement Other Security Agreement Other Change of Name Is assignment Security Agreement Other Security Agreement Other Change of Name Is assignment Security Agreement Other Security Agreement Other Change of Name Is assignment Security Agreement Other Security Agreement Other Change of Name Is assignment Other Security Agreement Other Security Agreement Other Change of Name Is assignment Other Security Agreement Other Other Security Agreement Security Agreement Security Agreement Security Agreement Security Agreem		▼ ▼	<u> </u>	<u> </u>	
Gibson Guitar Corp. Individual(s)	To the Honorable Commissioner of	Patents and Trademarks: F	****	***	
4. Application number(s) or registration number(s): A. Trademerk Application No.(s) See attached Exhibit A Additional number(s) attached Final Address of party to whom correspondence concerning document should be malled: Name: Rhonda J. Birdwell Paralegal Internal Address: Parker, Hudson, Rainer & Dobbs LLP Street Address: 1500 Marquis Two Tower 285 Peachtree Center Avenue, N.E. City: Atlanta State: GA Zip30303 DO NOT USE THIS SPACE 9. Signature. Mitchell M. Purvis B. Trademark Registration No.(s) B. Trademark Registration No.(s) For Indicated Indicate Indicated In	Gibson Guitar Corp. Individual(s) General Partnership Corporation-State Delaware Other Additional name(e) of conveying party(fes) 3. Nature of conveyance: Assignment Security Agreement Other	Limited Partnership attached? Yes No Merger Change of Name	Name:_Bank of Internal Address:_300 City:_Atlanta Individual(s) citize Association_Na General Partners Limited Partnersi Corporation-State Other	America, N.A., as Agent O Galleria Parkway, Ste 800 State GA Zlp: 30339 enship tional Banking Association ship hip e ad in the United States, a deposition on its ettached: Yes No	
5. Name and address of party to whom correspondence concerning document should be malled: Name: Rhonda J. Birdwell Paralegal Internal Address: Parker, Hudson, Rainer & Dobbs LLP Total fee (37 CFR 3.41)	A. Trademark Application No.(s)	ee attached			
Internal Address: Parker, Hudson, Rainer & Dobbs LLP Enclosed Authorized to be charged to deposit account Street Address: 1500 Marquis Two Tower 285 Peachtree Center Avenue, N.E. City: Atlanta State: GA Zip.30303 DO NOT USE THIS SPACE 9. Signature. Mitchell M. Purvis August 28, 2005	concerning document should be maile	n correspondence ed:	6. Total number of ap		
Internal Address: Parker, Hudson, Rainer & Dobbs LLP Enclosed Authorized to be charged to deposit account 8. Deposit account number: 285 Peachtree Center Avenue, N.E. City: Atlanta State: GA Zip 30303 DO NOT USE THIS SPACE 9. Signature. Mitchell M. Purvis August 28, 2005	Name: Rhonda J. Birdwell Pa	aralegal		<u> </u>	
285 Peachtree Center Avenue, N.E. 502831 City: Atlanta State: GA Zip 30303 DO NOT USE THIS SPACE 9. Signature. Mitchell M. Purvis August 28, 2005	Internal Address: Parker, Hudson		Enclosed		
9. Signature. Mitchell M. Purvis August 28, 2005	285 Peachtree Center	Avenue, N.E.	·	umber:	
9. Signature. Mitchell M. Purvis August 28, 2005		11/20	THIS SPACE		
Name of Person Signing Signature Date Total number of pages Including cover sheet, attachments, and documents	Mitchell M. Purvis	M	Signature	7 Date	

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

EXHIBIT A

U.S. TRADEMARKS

A. Registrations		
Frademark // Description	Registration Number	Registration/Date
None		
B. Applications		MANAGEMENT OF THE STATE OF THE
Frademark / Description	Seriai No.	Filing Date
Rock His World	76/609,989	August 31, 2004
The Home Digital Jukebox	76/610,100	September 1, 2004
Custom Direct	76/616,814	October 19, 2004
Musicshop	76/625,783	December 22, 2004
Victory	76/633,590	March 16, 2005
Masterbilt	76/636,841	April 22, 2005
Maestro	76/638,779	May 17, 2005

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patent and Trademark Office Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 2023!

Ladies and Gentlemen:

Please be advised that pursuant to various trademark security agreements between Gibson Guitar Corp., a Delaware corporation ("Borrower"), and Bank of America, N.A., a national banking association, in its capacity as collateral and administrative agent for certain lenders (the "Lenders") that are party from time to time to certain financing agreements with Borrower (Bank of America, in such capacity, together with its successors in such capacity, being hereinafter referred to as "Agent"), or Agent's predecessors in interest, Borrower granted to Agent, for its benefit and the benefit of the Lenders, a continuing security interest in and lien upon the trademark and services mark registrations and applications listed on Exhibit A attached hereto.

Borrower and Agent hereby acknowledge and agree that the security interest in the foregoing trademark and service mark registrations and applications may only be terminated in accordance with the terms of such trademark security agreements.

Very truly yours,

GIBSON GUITAR CORP.

оу: ____

Anthony Crudele,

Executive Vice President and Chief

Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Agent

By:

Robert B.H. Moore Senior Vice President

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patent and Trademark Office Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

Ladies and Gentlemen:

Please be advised that pursuant to various trademark security agreements between Gibson Guitar Corp., a Delaware corporation ("Borrower"), and Bank of America, N.A., a national banking association, in its capacity as collateral and administrative agent for certain lenders (the "Lenders") that are party from time to time to certain financing agreements with Borrower (Bank of America, in such capacity, together with its successors in such capacity, being hereinafter referred to as "Agent"), or Agent's predecessors in interest, Borrower granted to Agent, for its benefit and the benefit of the Lenders, a continuing security interest in and lien upon the trademark and services mark registrations and applications listed on Exhibit A attached hereto.

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Very truly yours,

GIBSON GUITAR CORP.

By: _______
Anthony Crudele,
Executive Vice President and Chief
Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Agent

Robert B.H. Moore

Senior Vice President

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STATE OF <u>Janness</u> ee	ş
COUNTY OF Davidson	9 §

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Crudele, Executive Vice President and Chief Financial Officer of Gibson Guitar Corp., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 18 th day of August, 2005.

Notary Public

At

Large

My Commission Expires

November 24, 2007

STATE OF

S

S

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared Robert B.H. Moore, Senior Vice President of Bank of America, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of August, 2005.

Notary Public My Commission Expires:

[NOTARIAL SEAL]

415898 1

STATE OF §	
COUNTY OF §	
Crudele, Executive Vice President and Ch known to be the person whose name	uthority, on this day personally appeared Anthony nief Financial Officer of Gibson Guitar Corp., to me is subscribed to the foregoing instrument, and he same for the purposes therein expressed, in the eed of said corporation.
GIVEN UNDER MY HAND AND	SEAL OF OFFICE on this day of August, 2005.
	Notary Public My Commission Expires:
	[NOTARIAL SEAL]
STATE OF Golgia \$ COUNTY OF Cobb \$	
Moore, Senior Vice President of Bank of name is subscribed to the foregoing instra- same for the purposes therein expressed, it said bank.	thority, on this day personally appeared Robert B.H. America, N.A., known to me to be the person whose ument, and acknowledged to me that he executed the the capacity therein stated, and as the act and deed of
GIVEN UNDER MY HAND AN 2005.	Notary Public— My Commission Expires: My day of August, Motary Public Paulding County, Georg My Commission Expires: My Commission Expires June 6, 2009

[NOTARIAL SEAL]

415894_1

EXHIBIT A

U.S. TRADEMARKS

A. Registrations		
Frademark / Description at \$1.5	Registration Number	Registration Date
None.		
B. Applications		on and an angel and a second s
rademark / Description Miles	Senai No. 🗱 🖼	and the same of th
Rock His World	76/609,989	August 31, 2004
The Home Digital Jukebox	76/610,100	September 1, 2004
Custom Direct	76/616,814	October 19, 2004
Musicshop	76/625,783	December 22, 2004
Victory	76/633,590	March 16, 2005
Masterbilt	76/636,841	April 22, 2005
Maestro	76/638,779	May 17, 2005

RECORDED: 08/29/2005