## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gibson Guitar Corporation		08/18/2005	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.	
Street Address:	2 Bethesda Metro Center	
Internal Address:	14th Floor	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 137

Property Type	Number	Word Mark
Serial Number:	75531449	MODERNE
Serial Number:	76295371	INDESTRUCTIBLE
Serial Number:	76283009	TITAN
Serial Number:	76472129	GIBSON PUBLISHING COMPANY
Serial Number:	76485539	KALAMAZOO
Serial Number:	76544126	DV DEMON
Serial Number:	76609989	ROCK HIS WORLD
Serial Number:	76610100	THE HOME DIGITAL JUKEBOX
Serial Number:	76616814	CUSTOM DIRECT
Serial Number:	76636841	MASTERBILT
Serial Number:	76633590	VICTORY
Serial Number:	76625783	MUSICSHOP
Serial Number:	76638779	MAESTRO

TRADEMARK "
REEL: 003190 FRAME: 0717

900035680

Registration Number:	328690	"MAESTRO"
Registration Number:	510594	GIBSON
Registration Number:	615793	SLINGERLAND
Registration Number:	626204	FRETLESS WONDER
Registration Number:	866698	GIBSON
Registration Number:	898315	DOVE
Registration Number:	905145	STEREO
Registration Number:	918934	LES PAUL
Registration Number:	950801	DOBRO
Registration Number:	964189	EPIPHONE
Registration Number:	989617	GIBSON
Registration Number:	1008797	
Registration Number:	1008798	
Registration Number:	1008799	
Registration Number:	1009338	DUOLIAN
Registration Number:	1016321	EPI
Registration Number:	1020485	
Registration Number:	1021477	CUSTOM L-5
Registration Number:	1022637	
Registration Number:	1027899	CITATION
Registration Number:	1045872	S-G
Registration Number:	1134094	DOBRO
Registration Number:	1147147	THE PAUL
Registration Number:	1167202	BYRDLAND
Registration Number:	1216644	FLYING V
Registration Number:	1322068	MAGNUM
Registration Number:	1391541	
Registration Number:	1394829	
Registration Number:	1441155	STEINBERGER
Registration Number:	1539282	LES PAUL
Registration Number:	1541051	СМІ
Registration Number:	1543093	СМІ
Registration Number:	1545311	GIBSON
Registration Number:	1557887	CHET ATKINS
Registration Number:	1567052	TDADEMARK

Registration Number:	1677559	POWER LINES
Registration Number:	1725491	BRITE WIRES
Registration Number:	1745731	AMERICAN MADE WORLD PLAYED
Registration Number:	1782606	
Registration Number:	1798959	HISTORIC COLLECTION
Registration Number:	1815966	TOUR WEAR
Registration Number:	1833789	E
Registration Number:	1842807	HEADJAMMER
Registration Number:	1866940	LEGRAND
Registration Number:	1872419	VINTAGE RE-ISSUE
Registration Number:	1885979	TOBIAS
Registration Number:	1888387	KRAMER
Registration Number:	1899598	OBL
Registration Number:	1911282	
Registration Number:	1913232	FLATIRON
Registration Number:	1928040	EL CAPITAN
Registration Number:	1931670	HUMMINGBIRD
Registration Number:	1931671	DOVE
Registration Number:	1934543	
Registration Number:	1937145	CUSTOM L-5
Registration Number:	1957393	EPIPHONE
Registration Number:	1967503	
Registration Number:	1973045	WES MONTGOMERY
Registration Number:	1979647	ORVILLE
Registration Number:	1997678	
Registration Number:	2007277	
Registration Number:	2008143	
Registration Number:	2016857	
Registration Number:	2034846	'57 CLASSIC
Registration Number:	2051790	
Registration Number:	2053805	
Registration Number:	2069841	NIGHTHAWK
Registration Number:	2092075	GMI
Registration Number:	2094848	BLUES HAWK
Registration Number:	2135333	STUDIO KING

Registration Number:	2150184	
Registration Number:	2177027	GIBSON
Registration Number:	2215791	
Registration Number:	2273225	SPIRIT
Registration Number:	2293467	DUAL-RAIL
Registration Number:	2295545	BURSTBUCKER
Registration Number:	2298816	QUAD-RAIL
Registration Number:	2363070	EAR PLUG
Registration Number:	2367539	
Registration Number:	2374612	ОВЕКНЕІМ
Registration Number:	2395086	DIRECT CONNECT
Registration Number:	2419785	SWINGMASTER
Registration Number:	2482205	J-45
Registration Number:	2482206	J-50
Registration Number:	2485085	MUSICYO.COM
Registration Number:	2501101	
Registration Number:	2508455	GOLDENTONE
Registration Number:	2528669	
Registration Number:	2534993	
Registration Number:	1319300	VALLEY ARTS GUITAR
Registration Number:	2568567	CUSTOM DIRECT
Registration Number:	2599297	ES
Registration Number:	2599298	FV
Registration Number:	2611145	GOLDTONE
Registration Number:	2624523	MAESTRO
Registration Number:	2624578	MAESTRO
Registration Number:	2633416	
Registration Number:	2641548	EXPLORER
Registration Number:	2644117	PURE
Registration Number:	2679139	
Registration Number:	2684617	MAGIC
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Registration Number:	2696053	
Registration Number:	2696053 2705574	
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Registration Number:	2738824	GIBSON PURE
Registration Number:	2751275	VALLEY ARTS
Registration Number:	2843434	GIBSON PURE
Registration Number:	2843677	
Registration Number:	2860682	LPX
Registration Number:	2867454	ORIGINAL HOUND DOG
Registration Number:	2870036	DOUBLE BALL
Registration Number:	2885394	
Registration Number:	0214557	WURLITZER
Registration Number:	0504653	WURLITZER
Registration Number:	0522270	WURLITZER
Registration Number:	0850502	WURLITZER
Registration Number:	0865930	WURLITZER MEANS MUSIC TO MILLIONS
Registration Number:	0996084	WURLITZER
Registration Number:	2898720	BUMBLE BEE
Registration Number:	2901894	CLASSIC MODE
Registration Number:	2901893	CLASSIC MODE
Registration Number:	2948976	RADIO KING
Registration Number:	2898529	AEOLIAN

#### **CORRESPONDENCE DATA**

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 3000; Patton Boggs, LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	011107.0227		
NAME OF SUBMITTER:	Darren W. Collins		
Signature:	/Darren W. Collins/		
Date:	11/08/2005		

Total Attachments: 11

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made this 18<sup>th</sup> day of August, 2005, by GIBSON GUITAR CORP., a Delaware corporation (the "Borrower"), having its chief executive office at 309 Plus Park Boulevard, Nashville, Tennessee 37217, and AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, in its capacity as agent for itself and the other Purchasers (as such term is defined in the "Purchase Agreement" as defined below) (hereinafter referred to as "Agent").

#### **WITNESSETH:**

WHEREAS, Borrower, Agent and Purchasers are parties to a certain Note Purchase and Security Agreement, dated as of the date hereof (the Note Purchase and Security Agreement, as amended, modified, supplemented or restated from time to time, being referred to as the "Purchase Agreement"), which Purchase Agreement provides (i) for Purchasers to extend credit to or for the account of Borrower and (ii) for the grant by Borrowers to Agent for the benefit of Purchasers of security interests in substantially all of each Borrower's assets, including, without limitation, Borrower'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, Borrower agrees as follows:

- 1. <u>Incorporation of Purchase Agreement</u>. The Purchase 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 Purchase Agreement), Borrower hereby grants to Agent for the benefit of Purchasers a first and valid security interest in all of Borrower'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"):
  - 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 Purchaser 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. Borrower agrees that until the Obligations shall have been paid and satisfied in full and the Purchase Agreement shall have been terminated in writing, Borrower will not, without Agent's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Borrower's obligations under this Agreement and Borrower 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. Borrower represents and warrants that the Trademarks listed on Schedule A constitute all of the Trademarks registered or owned by Borrower. If, before the Obligations shall have been satisfied in full, Borrower 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 Borrower shall give the Agent prompt written notice thereof. Borrower 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 Borrower under the Trademarks shall be payable to Borrower; provided, however, upon the occurrence of an "Event of Default" (as such term is defined in the Purchase Agreement) under the Purchase Agreement, all income, royalties, payments and damages received thereafter shall be paid directly to Agent for the benefit of Purchasers and shall be applied by Agent on account of Borrowers' Obligations owed under the

Gibson Trademark Security Agreement

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Purchase 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 Purchase Agreement.

- 6. <u>Duties of Borrower</u>. Except for those Trademarks which Borrower reasonably determines are no longer necessary or desirable to maintain in force, Borrower 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 Borrower.
- 7. <u>Waivers</u>. No course of dealing between Borrower and Agent or any Purchaser, or any failure to exercise, nor any delay in exercising, on the part of Agent or any Purchaser, any right, power or privilege hereunder or under the Purchase 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. <u>Severability</u>. 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. <u>Modification</u>. 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 Borrower's Obligations under the Purchase Agreement, this Agreement and the power of attorney granted herein shall automatically terminate and Agent shall release the Trademarks from this Agreement and the Purchase Agreement, and shall execute and deliver (at Borrower's 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 Purchase Agreement.
- 11. <u>Power of Attorney</u>. 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 Borrower 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 Borrower hereby appoints and designates Agent its attorney to take any such action as Agent reasonably deems necessary under the circumstances, including, without limitation, the employment of counsel, and Borrower shall pay all fees and expenses, including attorneys' fees and expenses, incurred by Agent or any Purchaser in connection with such action.

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- 12. <u>Notices</u>. Borrower shall promptly notify Agent, in writing, of any suit, action, proceeding or counterclaim brought against Borrower 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.
- Purchaser's rights and remedies with respect to the Trademarks whether established hereby or by the Purchase Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or any Purchaser under the Purchase Agreement but rather is intended to facilitate the exercise of such rights and remedies.
- 14. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent and each Purchaser 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 Maryland and the laws of the United States.

[Signature Pages Follow]

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

GIBSON GUITAR CORP.

By: Anthony F. Crudele

**Executive Vice President and Chief** 

Financial Officer

[CORPORATE SEAL]

STATE OF Tennessee COUNTY OF DAVIDS M

More Mc 651910 a Notary Public of the County and State aforesaid, certify that Anthony F. Crudele personally appeared before me this day and acknowledged that he is the Executive Vice President and 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 himself as its Executive Vice President and Chief Financial Officer and sealed with its corporate seal.

WITNESS my hand and official stamp or seal, this \_\_\_\_ day of August, 2005.

My commission expires: 1//24/07



Gibson Trademark Security Agreement

011107.0227:335658

Acknowledged thisday of August, 2005
By: Josfrey N. MacDowell Vice President
STATE OF
COUNTY OF
I,, a Notary Public of the County and State aforesaid, certify that Jeffrey N. MacDowell personally appeared before me this day and acknowledged that (s)he is the Vice President of AMERICAN CAPITAL FINANCIAL SERVICES, INC., 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 Vice President.
WITNESS my hand and official stamp or seal, this day of August, 2005.
Notary Public
My commission expires:

Gibson Trademark Security Agreement

### SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

# SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

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

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS
Moderne	75/531,449	2460051	8/5/98		15
Indestructible	76/295,371		8/6/01		9
Titan	76/283,009		7/10/01	**************************************	9
Gibson Publishing Company	76/472,129		12/4/02		16
Kalamazoo	76/485,539		1/28/03		9
DV DEMON	76/544,126		9/10/03		9
Rock his World	76/609,989		8/31/04		***************************************
The Home Digital Jukebox	76/610,100		9/1/04		
Custom Direct	76/616,814		10/19/04		
Masterbilt	76/636,841		4/22/05	<del></del>	······································
VICTORY	76/633,590		3/16/05		15
MUSICSHOP	76/625,783		12/22/04	······································	
Maestro	76/638,779		5/17/05		

#### (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
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
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

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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
Magnum	73/438,909	1,322,068	8/11/83	2/26/85	15
Мар	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
СМІ	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
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
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
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
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	<u> </u>
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	i
J-45	76/097,990	2,482,205	7/27/00	8/28/01	<u> </u>
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	
Design Guitar Body (Mo' Baby)	75/531,448	2,534,993	8/5/98	1/29/02	<u>15</u>
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 Pure (and design)	76/201,307	2,843,434	1/29/01	5/18/04	9, 15
Design of Shield and Dog	76/446,922	2,843,677	9/5/02	5/18/04	15
LPX	76/276,733	2,860,682	6/26/01	7/6/04	15
Original Hound Dog	76/446,921	2,867,454	9/5/02	7/27/04	15
Double Ball	76/313,303	2,870,036	9/11/01	8/3/04	15
Miscellaneous Design of Guitar Body	76/521,735	2,885,394	6/10/03	9/14/04	15
Wurlitzer	71/224,533	0,214,557	12/10/1925	6/29/1926	15
Wurlitzer	71/536,203	0,504,653	9/27/47	12/7/48	15
Wurlitzer	71/561,280	0,522,270	7/13/48	3/14/50	9
Wurlitzer	72/255,147	0,850,502	9/26/66	6/11/68	9
Wurlitzer Means Music to Millions	72/252,921	0,865,930	8/22/66	3/4/69	35
Wurlitzer	73/003,104	0,996,084	10/9/73	10/22/74	9
AEOLIAN	76/250,753	2,898,529	5/2/01	11/2/04	15
Bumble Bee	76/491,210	2,898,720	2/19/03	11/2/04	15
Classic Mode	75/818,765	2,901,894	10/8/99	11/9/04	15
Classic Mode	75/818,651	2,901,893	10/8/99	11/9/04	9
Radio King	76/458,774	2,948,976		š	. Å

Gibson Trademark Security Agreement

**RECORDED: 11/08/2005** 

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