

08-03-2005



Corrective
MFD 8/03/05

RECORDED
TRADEMARK

103054335

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

1. Name of conveying party(ies):

FLEET CAPITAL CORPORATION (See Attached)

- Individual(s)
- General Partnership
- Corporation- State: RHODE ISLAND
- Other _____

Citizenship (see guidelines) RHODE ISLAND

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 12/17/2003

- Assignment
- Security Agreement
- Other SEE ATTACHED CONVEYANCE DESCRIPTION
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FLEET CAPITAL CORPORATION, AS AGENT

Internal

Address: _____

Street Address: 6100 FAIRVIEW ROAD, SUITE 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)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A

Additional sheet(s) attached? Yes No

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

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

Name: SARAH SEALY, PARALEGAL

Internal Address: CARRUTHERS & ROTH, P.A.

Street Address: 235 NORTH EDGEWORTH STREET

City: GREENSBORO

State: NORTH CAROLINA Zip: 27401

Phone Number: 336-478-1123

Fax Number: 336-478-1114

Email Address: SMS@CRLAW.COM

6. Total number of applications and registrations involved:

46

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,165.00

- 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:

Sarah Sealy
Signature

8-01-05
Date

08/04/2005 BYRNE 00000020 2568567

01 FC:8521
02 FC:8522

40.00
1125.00
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21

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

Continued from No. 1 - Name of Conveying Party(ies)

Fleet Capital Corporation, a Rhode Island corporation (successor by merger with Fleet Capital Corporation, a Connecticut corporation, which was formerly known as Shawmut Capital Corporation, a Connecticut corporation).

Continued from No. 3 - Nature of Conveyance

This is a corrective assignment to change the nature of conveyance from "Assigns the Entire Interest and the Goodwill" to "Assignment of Security Interest" for the document previously recorded at Reel/Frame 003086/0579.

EXHIBIT A
TO
TRADEMARKS ONLY COVER SHEET

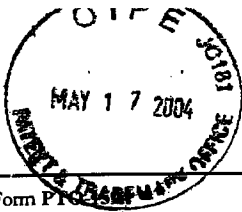
Trademark Registrations

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
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FV	76/230,199	2,599,298	3/26/01	7/23/02	15
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Maestro	76/316,231	2,624,578	9/24/01	9/24/02	9,15
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Explorer	75/852,090	2,641,548	11/17/99	10/29/02	15
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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
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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

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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
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Titan	76/283,009		7/10/01		9
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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



5/17/04

12-07-2004



102895842

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

RECORD/ TRAIL

DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

12-6-04

1. Name of conveying party(ies):
FLEET CAPITAL CORPORATION

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

Additional name(s) of conveying party(ies) attached? Yes No

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

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**

01 FC:8521 40.00 OP
02 FC:8522 1125.00 OP

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

**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.

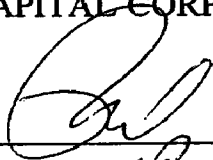
(Signatures begin on next page)

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 16th 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 16th 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

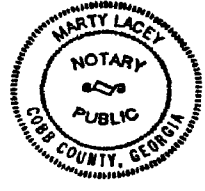
STATE OF Georgia

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

Trademark Registrations

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS
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