

Corrective

08-03-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



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MRD 8/3/05

103054253

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):
FLEET CAPITAL CORPORATION (See Attached)

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

Citizenship (see guidelines) RHODE ISLAND

Additional names of conveying parties attached? Yes No

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)

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

Execution Date(s) 12/17/2003

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

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) 1,706,618

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: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

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* 8-01-05
Signature Date

Name of Person Signing: SARAH M. SEALY Total number of pages including cover sheet, attachments, and document: 11

08/04/2005 BYRME 00000014 1706618

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40.00 DP
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

TRADEMARK
REEL: 003200 FRAME: 0001

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

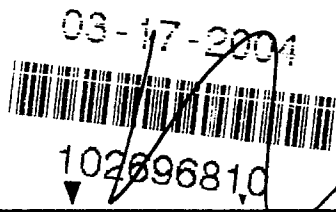
Fleet Capital Corporation a Rhode Island corporation (successor by merger with Fleet Capital Corporation, a Connecticut corporation, which was formerly known as Shawmut Capital Corporation, a Connecticut corporation).

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 002929/0662.

SCHEDULE A TO
ASSIGNMENT OF, AND AMENDMENT TO,
SECURITY INTERESTS IN INTELLECTUAL PROPERTY

<u>Registration No.</u>	<u>Registration Date</u>	<u>Description</u>
1,706,618	August 11, 1992	MAESTRO



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) 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 AMENDMENT

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
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)

1,706,618

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:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- 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

Signature

3/11/04
Date

Total number of pages including cover sheet, attachments, and document: 7

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

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

(Cross Reference to Security Agreement Recorded at Reel 0911, Frame 0853)

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 October 26, 1992 ("Security Agreement"), granted to Barclays Business Credit, Inc., a Connecticut corporation ("Barclays") 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 0911, Frame 0853, Office of the Commissioner of Patents and Trademarks;

WHEREAS, pursuant to that certain Assignment of Security Interests in Intellectual Property, dated as of January 31, 1995, and recorded prior to the recordation hereof in the Office of the Commissioner of Patents and Trademarks ("First Assignment"), Barclays granted, sold, assigned, transferred and set over unto Assignor (which was successor by merger with Fleet Capital Corporation, a Connecticut corporation, which was formerly known as Shawmut Capital Corporation) all of Barclays' right, title and interest in and to the Intellectual Property, together with the indebtedness secured by the Security Agreement;

WHEREAS, Assignor desires to transfer and convey to Assignee all of Assignor's right, title and interest in the Security Agreement, as assigned by the First Assignment, 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, 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.

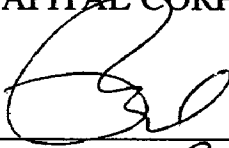
(b) This Assignment and Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

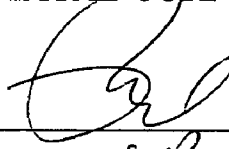
(d) This Assignment and Amendment may be executed in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Amendment on the day and year first above written.

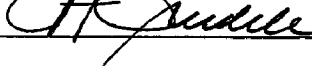
FLEET CAPITAL CORPORATION

By: 
Title: JVP

FLEET CAPITAL CORPORATION, as agent

By: 
Title: SVP

GIBSON GUITAR CORP.

By: 
Title: _____

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

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



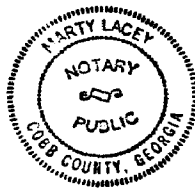
STATE OF GEORGIA

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 CRUDELE, 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