

Corrective

08-03-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATIC 103054254
TRADEMARKS ONLY

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):
BARCLAYS BUSINESS CREDIT, INC.

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

Citizenship (see guidelines) CONNECTICUT

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
Additional names, addresses, or citizenship attached? Yes No

Name: SHAWMUT CAPITAL CORPORATION
Internal Address: _____
Street Address: 6060 J.A. JONES DRIVE
City: CHARLOTTE
State: NORTH CAROLINA
Country: USA Zip: 28287

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CONNECTICUT
 Other _____ Citizenship _____

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

Execution Date(s) 1/31/95

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

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) 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
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 7-29-05
Signature Date

SARAH SEALY
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

08/04/2005 BYRME 00000015 1706618

01 FC:0521

40.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

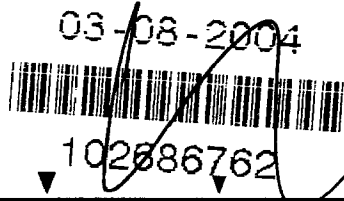
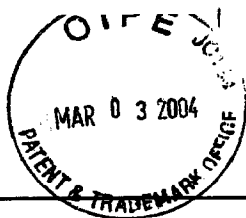
TRADEMARK
REEL: 003200 FRAME: 0019

Continued from No. 3 - Nature of Conveyance:

This is a corrective assignment to change the nature of conveyance from "Assigns the Entire Interest and Goodwill" to "Assignment of Security Interest" for the document previously recorded at Reel/Frame 002922/0947.

SCHEDULE A

<u>Trademark Description</u>	<u>Date of Registration</u>	<u>Registration Number</u>
MAESTRO	08-11-92	1,706,618



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECC TF

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): BARCLAYS BUSINESS CREDIT, INC. 3/3/04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: SHAWMUT CAPITAL CORPORATION
Internal Address:
Street Address: 6060 J.A. JONES DRIVE
City: CHARLOTTE State: NC Zip: 28287
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Connecticut
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 1/31/95

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 February 24, 2004
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 4

01 15/2004 DBY:ME 00000053 1706618

40,000 documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 003200 FRAME: 0022

ASSIGNMENT OF SECURITY INTERESTS
IN INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY ("Assignment"), made as of the 31st day of January, 1995, by BARCLAYS BUSINESS CREDIT, INC., a Connecticut corporation ("Assignor"), having a place of business at 6060 J. A. Jones Drive, Charlotte, North Carolina 28287, in favor of SHAWMUT CAPITAL CORPORATION, a Connecticut corporation ("Assignee"), having a place of business at 6060 J. A. Jones Drive, Charlotte, North Carolina 28287;

WITNESSETH:

WHEREAS, Gibson Guitar Corp., a Delaware corporation ("Borrower"), having its principal place of business at 1818 Elm Hill Pike, Nashville, Tennessee 37210, pursuant to that certain Trademark Security Agreement, dated October 26, 1992 ("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 0911, Frame 853 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;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 31st day of January, 1995.

BARCLAYS BUSINESS CREDIT, INC.

By: 
Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing Assignment of Security Interests in Intellectual Property was executed and acknowledged before me this 31st day of January, 1995, by W. Reed Paden, personally known to me to be Vice President of BARCLAYS BUSINESS CREDIT, INC., a Connecticut corporation, on behalf of the corporation.

Constance R. Barrino

Notary Public

My commission expires: March 6, 1998

BBCI\CROSSBOW\15-GIBSON.ASN
12/JLB/1-23-95

-2-