

08-03-2005



*Corrective*  
*MRO 8/03/05*

RECORDATION  
TRADEMARK  
103054328

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  
Additional names, addresses, or citizenship attached?  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 \_\_\_\_\_

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) 1/31/95

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) 1,842,807

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

08/04/2005 BY: 0000027 1042007 SARAH SEALY  
Name of Person Signing

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

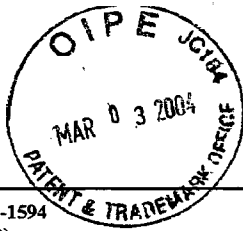
Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Continued from No. 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 002922/0908.

SCHEDULE A

<u>Registration No.</u>	<u>Registration Date</u>	<u>Description</u>
1,842,807	July 5, 1994	Headjammer



06-08-2004



102686755

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

U.S. 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 1/31/95

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,842,807

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

February 24, 2004 Date

Total number of pages including cover sheet, attachments, and document: 4

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

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 August 16, 1994 ("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 1210, Frame 409, 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 31<sup>st</sup> 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 W. Barrino

Notary Public

My commission expires: March 6, 1998

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12/JLB/1-23-95

-2-

RECORDED: 08/03/2005

TRADEMARK  
REEL: 003200 FRAME: 0098