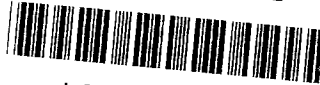


08-03-2005



Corrective
MAD 08/03/05
RECORD
TRA... 103054329

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

Citizenship (see guidelines) CONNECTICUT

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 1/31/95

- 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: SHAWMUT CAPITAL CORPORATION

Internal

Address: _____

Street Address: 6060 J.A. JONES DRIVE

City: CHARLOTTE

State: NORTH CAROLINA

Country: USA Zip: 28287

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

0,615,793; 1,322,068

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:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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 00000026 0615793

SARAH SEALY
Name of Person Signing

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

01 FC:0521
02 FC:0522

40.00 DP
25.00 DP

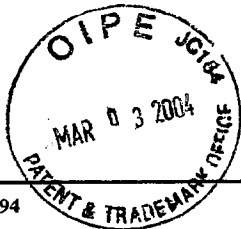
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 002922/0951.

SCHEDULE A

<u>Registration No.</u>	<u>Registration Date</u>	<u>Description</u>
615,793	November 8, 1955	Slingerland
1,322,068	February 26, 1985	Magnum



03-08-2004
102686754

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

RECC
TI

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, Please send all documents or copy thereof.

1. Name of conveying party(ies):

BARCLAYS BUSINESS CREDIT, INC. 3/3/04

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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) 615,793

1,322,068

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: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Deborah E. Lindley, Paralegal

Deborah E. Lindley
Signature

February 16, 2004

Date

Name of Person Signing
00000061 615793

4

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

07 FEB/2004 DBYRNE

40.00 OP
25.00 OP

01 FEB/2004
02 FEB/2004

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 September 19, 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 1224, Frame 152, 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\10-GIBSON.ASN
12/JLB/1-23-95

-2-