

08-03-2005

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

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



*Corrective*  
*MRD 8/03/05*

**RECORD  
TRA**

103054334

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)
- General Partnership
- Corporation- State: RHODE ISLAND
- Other \_\_\_\_\_
- Association
- Limited Partnership

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
- 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)

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:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00**

- 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

SARAH M. SEALY

Page of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

08/04/2005 BYRNE 00000021 2273225

01 FC:8521  
02 FC:8522

40.00  
175.00

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 002928/0476.

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

<u>Registration No.</u>	<u>Registration Date</u>	<u>Description</u>
2,273,225	August 31, 1999	Spirit
2,298,816	December 7, 1999	Quad-Rail
2,293,467	November 16, 1999	Dual-Rail
2,363,070	June 27, 2000	Ear Plug
2,367,539	July 18, 2000	Sloped Dove Wing Peghead
2,374,612	August 8, 2000	Oberheim
2,386,273	September 12, 2000	Mo' Baby
2,395,086	October 17, 2000	Direct Connect

03-17-2004



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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):

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 (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:

8

7. Total fee (37 CFR 3.41) \$ 215.00

- 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

March 12, 2004

Date

8

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

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

01 FC:8521 02 FC:8522

40.00 OP 175.00 OP

SCHEDULE A

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

(Cross Reference to Security Agreement Recorded at Reel 002227, Frame 0881)

THIS ASSIGNMENT OF, AND AMENDMENT TO, SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Assignment and Amendment"), made this 17<sup>th</sup> 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 December 8, 2000 ("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 002227, Frame 0881, 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.

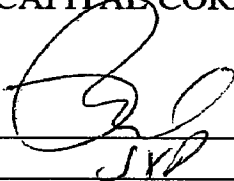
(c) This Assignment and Amendment shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

(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.

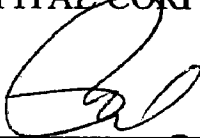
(Signatures begin on next page)

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

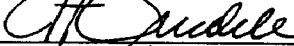
FLEET CAPITAL CORPORATION

By:   
Title: VP

FLEET CAPITAL CORPORATION, as agent

By:   
Title: VP

GIBSON GUITAR CORP.


By:   
Title: VP/COO



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 14th 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 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 14th 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 Feb. 18, 2006  
 MARTY LACEY  
Notary Public, Cobb County, Georgia  
My Commission Expires Feb. 18, 2006

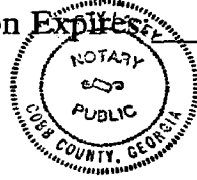
STATE OF Georgia

COUNTY OF Fulton

The foregoing Assignment of, and Amendment to, Security Interests in Intellectual Property was executed and acknowledged before me this 6th day of December, 2003, by Anthony F. Cardile, 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

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