

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Capital Financial Services, Inc		12/14/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gibson Guitar Corporation		
Street Address:	309 Plus Park Boulevard		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1557887	CHET ATKINS	
CORRESPONDENCE DATA			
Fax Number:	(866)701-0404		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404 783-9511		
Email:	abates@bates-bates.com		
Correspondent Name:	Andrea E Bates		
Address Line 1:	1270 Caroline Street Suite D-120-393		
Address Line 2:	Bates & Bates		
Address Line 4:	Atlanta, GEORGIA 30307		
NAME OF SUBMITTER:	Andrea E Bates		
Signature:	/Andrea E Bates/		
Date:	01/27/2010		

OP \$40.00 1557887

Total Attachments: 2

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RELEASE OF SECURITY INTEREST

This Release of Security Interest ("Agreement") is made and entered into as of the 14th day of December, 2009, by and between GIBSON GUITAR CORPORATION ("GIBSON") and American Capital Financial Services, Inc. ("American Capital").

WHEREAS, GIBSON and American Capital entered into a Note Purchase and Security Agreement dated August 18, 2005 ("*Credit Facility or Credit Agreement*");

WHEREAS, in connection with the Credit Facility, GIBSON pledged all of its assets to American Capital, including GIBSON's trademarks ("*Trademarks*") a partial list being attached hereto as Exhibit "A" and incorporated herein by reference, to support its obligations pursuant to the Credit Agreement;

WHEREAS, said Credit Facility has been terminated with an outstanding obligations thereunder being fully satisfied and paid in full; and

WHEREAS, the parties have failed to have a release and discharge of the security interest taken in regard to Trademarks; and

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits to be received by the parties hereto, and the covenants and agreements contained herein, GIBSON and American Capital agree to the following:

1. Release of American Capital's Security Interests. American Capital hereby releases and discharges any security interest in the Trademarks, including but not limited to the Trademark, Chet Atkins (Reg. No. 1557887), and hereby waives any and all claims or interest it has or might have in and with respect to the Trademarks. American Capital further acknowledges and understands that it has no interest of any kind or character, security or otherwise, in the Trademarks or the proceeds therefrom.

2. Representation and Warranty. American Capital represents and warrants that it has the power and authority to execute and perform under this Agreement. GIBSON represents and warrants that it has the power and authority to execute and perform under this Agreement.

3. Miscellaneous. This Agreement represents the complete understanding of the parties and supersedes any prior or contemporaneous agreement regarding the Trademarks.

AGREED:

GIBSON GUITAR CORP.

By: *RAMM 1*
Name: *BRUCE A. MITCHELL*
Title: *GENERAL COUNSEL*

AMERICAN CAPITAL FINANCIAL SERVICES, INC.

By: *J. MacDowell*
Name: *J. Henry N. MacDowell*
Title: *Senior Vice President*

Exhibit A

<u>Ser. #</u>	<u>Reg. #</u>	<u>Ser. #</u>	<u>Reg. #</u>	<u>Ser. #</u>	<u>Reg. #</u>	<u>Ser. #</u>	<u>Reg. #</u>	<u>Ser. #</u>	<u>Reg. #</u>
<u>71224533</u>	<u>214557</u>	<u>71364046</u>	<u>328690</u>	<u>71536203</u>	<u>504653</u>	<u>71536891</u>	<u>510594</u>	<u>71561280</u>	<u>522270</u>
<u>71679499</u>	<u>615793</u>	<u>71687692</u>	<u>626204</u>	<u>72252921</u>	<u>865930</u>	<u>72255147</u>	<u>850502</u>	<u>72267480</u>	<u>866698</u>
<u>72352808</u>	<u>898315</u>	<u>72352957</u>	<u>905145</u>	<u>72360329</u>	<u>918934</u>	<u>72394267</u>	<u>950801</u>	<u>72400443</u>	<u>1009338</u>
<u>72417439</u>	<u>964189</u>	<u>72452271</u>	<u>989617</u>	<u>73003104</u>	<u>996084</u>	<u>73014166</u>	<u>1016321</u>	<u>73016410</u>	<u>1022637</u>
<u>73016461</u>	<u>1021477</u>	<u>73018506</u>	<u>1008797</u>	<u>73018507</u>	<u>1008798</u>	<u>73018508</u>	<u>1008799</u>	<u>73019795</u>	<u>1020485</u>
<u>73037975</u>	<u>1027899</u>	<u>73072312</u>	<u>1045872</u>	<u>73191924</u>	<u>1134094</u>	<u>73195443</u>	<u>1147147</u>	<u>73241764</u>	<u>1167202</u>
<u>73343718</u>	<u>1216644</u>	<u>73426310</u>	<u>1394829</u>	<u>73433553</u>	<u>1441155</u>	<u>73438909</u>	<u>1322068</u>	<u>73464304</u>	<u>1319300</u>
<u>73489155</u>	<u>1391541</u>	<u>73675665</u>	<u>1782606</u>	<u>73755644</u>	<u>1567052</u>	<u>73755647</u>	<u>1539282</u>	<u>73755657</u>	<u>1545311</u>
<u>73757272</u>	<u>1541051</u>	<u>73757401</u>	<u>1543093</u>	<u>73774247</u>	<u>1557887</u>	<u>74156177</u>	<u>1725491</u>	<u>74156217</u>	<u>1677559</u>
<u>74173098</u>	<u>1899598</u>	<u>74276985</u>	<u>1745731</u>	<u>74321337</u>	<u>1815966</u>	<u>74321784</u>	<u>1934543</u>	<u>74373214</u>	<u>1798959</u>
<u>74400458</u>	<u>1833789</u>	<u>74429598</u>	<u>1842807</u>	<u>74434478</u>	<u>1911282</u>	<u>74454165</u>	<u>1866940</u>	<u>74460897</u>	<u>1888387</u>
<u>74476960</u>	<u>1872419</u>	<u>74511250</u>	<u>2177027</u>	<u>74519843</u>	<u>1885979</u>	<u>74569263</u>	<u>1913232</u>	<u>74570029</u>	<u>2007277</u>
<u>74570030</u>	<u>2051790</u>	<u>74570078</u>	<u>2053805</u>	<u>74586508</u>	<u>1967503</u>	<u>74586686</u>	<u>1997678</u>	<u>74589498</u>	<u>1928040</u>
<u>74591025</u>	<u>1957393</u>	<u>74605068</u>	<u>1937145</u>	<u>74605069</u>	<u>1931670</u>	<u>74605071</u>	<u>1931671</u>	<u>74611857</u>	<u>2016857</u>
<u>74646024</u>	<u>2034846</u>	<u>74691010</u>	<u>1979647</u>	<u>74691011</u>	<u>1973045</u>	<u>74733322</u>	<u>2006143</u>	<u>75043257</u>	<u>2092075</u>
<u>75138572</u>	<u>2273225</u>	<u>75138573</u>	<u>2069841</u>	<u>75138574</u>	<u>2135333</u>	<u>75140268</u>	<u>2150184</u>	<u>75148480</u>	<u>2094848</u>
<u>75272182</u>	<u>2215791</u>	<u>75412208</u>	<u>2298816</u>	<u>75412214</u>	<u>2293467</u>	<u>75505142</u>	<u>2363070</u>	<u>75513340</u>	<u>2528669</u>
<u>75513343</u>	<u>2367539</u>	<u>75513344</u>	<u>2501101</u>	<u>75516439</u>	<u>2295545</u>	<u>75531331</u>	<u>2633416</u>	<u>75531448</u>	<u>2534993</u>
<u>75531449</u>	<u>2460051</u>	<u>75573866</u>	<u>2419785</u>	<u>75635030</u>	<u>2374612</u>	<u>75651005</u>	<u>2508455</u>	<u>75671332</u>	<u>2395086</u>
<u>75683631</u>	<u>2696053</u>	<u>75711277</u>	<u>2611145</u>	<u>75818651</u>	<u>2901893</u>	<u>75818765</u>	<u>2901894</u>	<u>75852090</u>	<u>2641548</u>
<u>75873076</u>	<u>2568567</u>	<u>76097990</u>	<u>2482205</u>	<u>76097992</u>	<u>2482206</u>	<u>76109859</u>	<u>2485085</u>	<u>76134665</u>	<u>2679139</u>
<u>76201276</u>	<u>2644117</u>	<u>76201307</u>	<u>2843434</u>	<u>76230197</u>	<u>2599297</u>	<u>76230199</u>	<u>2599298</u>	<u>76250753</u>	<u>2898529</u>
<u>76276733</u>	<u>2860682</u>	<u>76283009</u>	<u>NONE</u>	<u>76295371</u>	<u>NONE</u>	<u>76304596</u>	<u>2684617</u>	<u>76306539</u>	<u>2624523</u>
<u>76313303</u>	<u>2870036</u>	<u>76316231</u>	<u>2624578</u>	<u>76379042</u>	<u>2705574</u>	<u>76444063</u>	<u>2731881</u>	<u>76444064</u>	<u>2731882</u>
<u>76444524</u>	<u>2751275</u>	<u>76446921</u>	<u>2867454</u>	<u>76446922</u>	<u>2843677</u>	<u>76458774</u>	<u>2948976</u>	<u>76472129</u>	<u>3165573</u>
<u>76485539</u>	<u>NONE</u>	<u>76491210</u>	<u>2898720</u>	<u>76521735</u>	<u>2885394</u>	<u>76544126</u>	<u>NONE</u>	<u>76609989</u>	<u>NONE</u>
<u>76610100</u>	<u>NONE</u>	<u>76616814</u>	<u>3043928</u>	<u>76625783</u>	<u>NONE</u>	<u>76633590</u>	<u>3612783</u>	<u>76636841</u>	<u>3175839</u>
<u>76638729</u>	<u>NONE</u>	<u>76975419</u>	<u>2738824</u>						

TRADEMARK

RECORDED: 01/27/2010

REEL: 004138 FRAME: 0226