

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gibson Guitar Corp.		12/19/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as agent		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	1600526	CERWIN-VEGA!	
Registration Number:	3093877	VISION	
Registration Number:	3292297	CVHD	
Registration Number:	1228286	LOUD IS BEAUTIFUL ... IF IT'S CLEAN	
Registration Number:	3229039	AFTERBURNER	
Registration Number:	3232292	STROKER PRO	
Registration Number:	3232290	VE	
Registration Number:	3241176	VEGA BASS	
Registration Number:	3337915	HED	
Registration Number:	3480189	CV	
Registration Number:	3542484	THE LOUD SPEAKER COMPANY	
Registration Number:	3546535	CVA	
Registration Number:	1915796	STROKER	
Registration Number:	1060670	CV	

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Registration Number:	1072135	CERWIN-VEGA
Serial Number:	85352783	SDS
Serial Number:	85329221	CVI
Registration Number:	3270998	EXPOSÉ
Registration Number:	3311581	VXT
Registration Number:	3418991	ERGO
Registration Number:	3421198	ROKIT
Registration Number:	1897394	KRK
Registration Number:	3617301	SCS
Registration Number:	3607483	STANTOUCH
Registration Number:	3610243	DAROUTER
Registration Number:	3053406	DJ FOR LIFE
Registration Number:	3273461	DJ LAB
Registration Number:	3284357	GROOVEMASTER
Registration Number:	3284355	DISCMASTER
Registration Number:	3163663	STANTON
Registration Number:	3322401	STANTON
Registration Number:	3407442	DJ PRO
Registration Number:	0987247	S
Registration Number:	3495294	TRACKMASTER
Registration Number:	3544747	SC SYSTEMS
Registration Number:	3547817	DASCRATCH
Registration Number:	0640952	PICKERING
Registration Number:	0640953	PC

CORRESPONDENCE DATA

Fax Number: (312)558-5700

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 2800

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

1740-156

NAME OF SUBMITTER:

Laura Konrath

TRADEMARK

REEL: 004683 FRAME: 0111

/Laura Konrath/

Date:

12/20/2011

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of December 19, 2011, between GIBSON GUITAR CORP., a Delaware corporation (the “Grantor”) and BANK OF AMERICA, N.A., as administrative agent (the “Administrative Agent”).

This Agreement is executed pursuant to the terms of (i) the Credit Agreement, dated as of March 25, 2011 and amended and restated pursuant to that First Amendment to the Credit Agreement dated as of November 14, 2011, (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Grantor, as the borrower, the other Loan Parties party thereto, Bank of America, N.A., as administrative agent and the Lenders party thereto and (ii) the Pledge and Security Agreement, dated as of March 25, 2011 and reaffirmed pursuant to that certain Reaffirmation Agreement dated as of November 14, 2011, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) executed by the Grantor and the other parties thereto in favor of the Administrative Agent, for the ratable benefit of itself and the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Pledge and Security Agreement, to the Administrative Agent, for the ratable benefit of itself and the Secured Parties, of a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

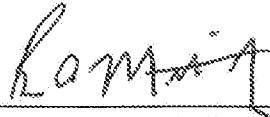
- (a) all of its Trademarks and Trademark Licenses listed on Schedule A hereto;
- (b) all of its Patents and Patent Licenses, including, without limitation, those listed on Schedule B hereto;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all rights, priorities and privileges relating to the foregoing, including all goodwill associated with any of the foregoing, and all rights to sue at law or in equity for any past, present or future infringement or other violation or impairment thereof, including the right to receive all proceeds and damages therefrom.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]


IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

GIBSON GUITAR CORP.,
as Grantor

By: 
Name: Bruce Mitchell
Title: EVP & General Counsel

Agreed and Accepted as of the as of
the date first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Daniel J. Sear
Title: Vice President

Schedule A
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS & APPLICATIONS

<u>Serial Number</u>	<u>Reg No.</u>	<u>Word Mark</u>	<u>Reg Date</u>
73826555	1600526	Cerwin-Vega!	6/12/1990
78313183	3093877	Vision (stylized letters)	5/16/2006
78913517	3292297	CVHD	9/11/2007
73327026	1228286	Loud is Beautiful . . . If it's Clean	2/22/1983
77010825	3229039	After Burner	4/17/2007
77010864	3232292	Stroker Pro	4/24/2007
77010287	3232290	VE	4/24/2007
77010140	3241176	Vega Bass	5/15/2007
77010325	3337915	HED	11/20/2007
77362760	3480189	CV	8/5/2008
77156858	3542484	The Loud Speaker Company	12/9/2008
77461022	3546535	CVA	12/16/2008
74428678	1915796	Stroker	8/29/1995
73082737	1060670	CV (Logo)	3/8/1977
73082883	1072135	Cerwin-Vega	8/30/1977
85352783		SDS	
85329221		CVI	
77010022	3270998	Exposé	7/31/2007

<u>Serial Number</u>	<u>Reg No.</u>	<u>Word Mark</u>	<u>Reg Date</u>
77128332	3311581	VXT	10/16/2007
77010528	3418991	ERGO	9/28/2006
77010046	3421198	ROKIT	5/6/2008
74489162	1897394	KRK	6/6/1995
77461795	3617301	SCS	5/5/2009
77519675	3607483	Stantouch	4/14/2009
77519672	3610243	Darouter	4/21/2009
78439147	3053406	DJ For Life	1/31/2006
77010617	3273461	DJ Lab	8/7/2007
77010903	3284357	Groovemaster	8/28/2007
77010721	3284355	Discmaster	8/28/2007
78486020	3163663	Stanton (New Stanton Design Mark)	10/24/2006
77028025	3322401	Stanton	10/30/2007
77010636	3407442	DJ Pro	4/1/2008
72403557	987247	S (old Stanton Design Mark)	7/2/1974
77362768	3495294	Trackmaster	9/2/2008
77340315	3544747	SC Systems	12/9/2008
77270237	3547817	Dascratch	12/16/2008
72000440	640952	Pickering	2/5/1957
72000441	640953	PC	2/5/1957

III. TRADEMARK LICENSES

None.

Schedule B
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

<u>Patent No.</u>	<u>Title</u>	<u>Est. Expiration</u>
8,053,660	Variable Slippage Control for a Disc Jockey Control Surface (Continuation)	5/2027
7,928,313	Variable slippage control for a disc jockey control surface	4/2027
7,828,556	Magnetic Indexing and Connecting Device	3/2028
7,763,843	Optical navigation system for rotary control based non-contact controller	4/2026
7,567,498	Phonographic turntable with built-in audio to USB or FireWire device	3/2026
7,566,827	Variable Slippage Control for a Disc Jockey Control Surface	10/2026
7,205,495	Control Knob with Multi-Color Indicator	6/2025
6,818,815	Phonographic Turntable with MIDI output	1/2023
5,555,554	Vented Headset Speaker	6/2015
D628,981	DISC JOCKEY CONTROLLER (SCS.3 Design Patent)	12/14/2024
D578,514	MIXER DECK (SCS.1 Design Patent: Deck)	10/14/2022
D578,513	MIXER (SCS.1 Design Patent: Mixer)	10/14/2022
D476,972	AUDIO EFFECTS CONTROLLER (DFX-1 Design Patent)	01/08/2017
7,602,934	Speaker with built-in storage of satellite speakers	12/2025
6,111,970	Improved Suspension For High Power Pleated Ribbon Transducer	3/2018
D606,042	CURVED GRILL SPEAKER	12/15/2023
D592,183	AUDIO SPEAKER (CVA-28)	05/12/2023
D585,422	SPEAKER (CVA-121/118 Design Patent)	01/27/2023
Patent No.	Title	Expires
D602,470	AUDIO SPEAKER (Rokit Design Patent)	10/20/2023

D589,494	SPEAKER (VXT Design Patent)	03/31/2023
D588,105	AUDIO SPEAKER (E8B Design Patent)	03/10/2023
D581,393	AUDIO PROCESSING APPARATUS (Ergo Design Patent)	11/25/2022

II. PATENT APPLICATIONS

<u>App Number</u>	<u>Docket</u>	<u>Title</u>
12/558,469	01.001	Touch Pad Disc Jockey Controller
12/629,053	01.005	Variable Slippage control For A Disc Jockey Control Surface (Continuation)
12/218,419	01.008	Position Sensitive Rotatable DJ Control
12/220,759	01.009	Rotary Control Device for Manipulating Digital Audio Signals
29/404,558	01.018	Disc Jockey Controller – SCS.4DJ
D294,367	01.017	Audio Speaker – RP10-3

III. PATENT LICENSES

None.