

07-18-2002



Form PTO-1594
(Rev. 03/01)
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TRADEMARKS ONLY

EET 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):
Valley Arts Guitar Center, Inc., a California 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 _____

Execution Date: June 18, 2002

2. Name and address of receiving party(ies)
Name: Gibson Guitar Corp.
Internal Address: _____
Address: _____
Street Address: 309 Plus Park Blvd.
City: Nashville State: TN Zip: 37217

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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)
1,319,300

Additional number(s) attached Yes No

OFFICE OF PUBLIC RECORDS
 FINANCE SECTION
 2007 JUL 16 AM 9:32

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lucian Wayne Beavers
Internal Address: Wadley & Patterson
Bank of America Plaza, Suite 2020
Street Address: 414 Union Street
City: Nashville State: TN Zip: 37219

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lucian Wayne Beavers
Name of Person Signing [Signature] 7/9/02 Date

Total number of pages including cover sheet, attachments, and document: 7

07/18/2002 DBYRNE 00000002 1319300

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

01 FC:481 40.00 DP

TRADEMARK
REEL: 002545 FRAME: 0058

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

PAGE TWO

CONTINUATION OF ITEM 1

Valley Arts Guitar Center, a California Corporation

Albert J. Carness, an Individual

Michael D. McGuire, an Individual

Valley Arts Partnership, a General Partnership

ASSIGNMENT OF TRADEMARK

WHEREAS, U.S. Trademark Registration No. 1,319,300 for the mark "VALLEY ARTS GUITAR and design" (the "Registered Mark") issued on February 12, 1985 to Valley Arts Guitar Center, a California corporation;

WHEREAS, the correct corporate name of Valley Arts Guitar Center was Valley Arts Guitar Center, Inc., a California corporation;

WHEREAS, on or about October 21, 1986, the Registered Mark was assigned by Valley Arts Guitar Center, Inc. to Albert J. Carness and Michael D. McGuire, both individuals, which assignment was recorded in the U.S. Patent and Trademark Office at reel/frame 2103/0702 on or about June 26, 2000;

WHEREAS, on or about June 25, 1992, the Registered Mark was assigned by Albert J. Carness and Michael D. McGuire to Valley Arts Partnership, a California general partnership, which assignment was recorded in the U.S. Patent and Trademark Office at reel/frame 0892/0119 on or about July 1, 1992;

WHEREAS, Valley Arts Guitar Center, Inc.; Valley Arts Guitar Center; Albert J. Carness; Michael D. McGuire; and Valley Arts Partnership (hereinafter collectively referred to as "Assignors") collectively and individually wish to assign the Registered Mark to Gibson Guitar Corp., a Delaware corporation, and to clarify the title records relating thereto;

WHEREAS, Assignors, themselves directly and/or through various licensees have continued to use the Registered Mark since the issuance of the registration;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignors, and each of them, do hereby sell, assign, transfer and set over unto Gibson Guitar Corp., a Delaware corporation, having a place of business at 309 Plus Park Blvd., Nashville, Tennessee, 37217, all right, title and interest in and to the Registered Mark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said trademark is used and which is symbolized by the said trademark, along with the right to recover for damages and profits for past infringements thereof.

ASSIGNORS, and each of them, agree to execute and deliver at the request of Gibson Guitar Corp., all papers, instruments, and assignments, and to perform any other reasonable acts that Gibson Guitar Corp. may require in order to vest all Assignors' rights, title and interest in and to the Registered Mark in Gibson Guitar Corp. and/or to provide evidence to support any of the foregoing in the event such evidence is deemed

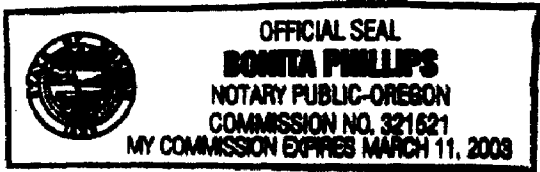
necessary by Gibson Guitar Corp., to the extent such evidence is in the possession or control of Assignors.

VALLEY ARTS GUITAR CENTER, INC.
a California corporation
aka VALLEY ARTS GUITAR CENTER

by Albert J. Carness
Albert J. Carness, President
date 6/15/02

STATE OF OREGON
COUNTY OF CUSCHAMA

Before me, Bonita Phillips, a Notary Public of the state and county aforesaid, on this 15 day of JUNE, 2002, personally appeared Albert J. Carness, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to have signed the above document in his capacity as President of Valley Arts Guitar Center, Inc.



Bonita Phillips
Notary Public

My Notarial commission

expires: MARCH 11, 2003

ALBERT J. CARNESS

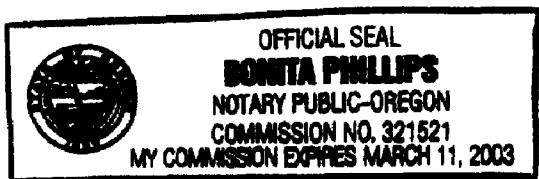
An individual

Albert Carness

date 6/15/02

STATE OF OREGON
COUNTY OF CLATSOP

Before me, BONITA PHILLIPS, a Notary Public of the state and county aforesaid, on this 15 day of JUNE, 2002, personally appeared Albert J. Carness, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to have signed the above document in his individual capacity.



Bonita Phillips
Notary Public

My NOTARIAL commission

expires MARCH 11, 2003

MICHAEL D. McGUIRE

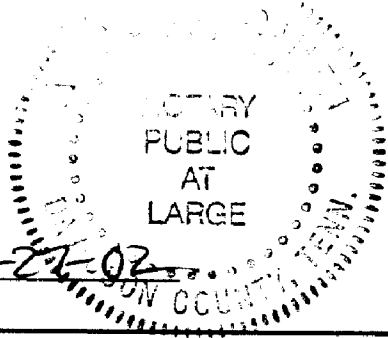
An individual

[Signature]

date 6/18/02

STATE OF Tennessee
COUNTY OF Davidson

Before me, Alison P. Smith, a Notary Public of the state and county aforesaid, on this 18 day of June, 2002, personally appeared Michael D. McGuire, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to have signed the above document in his individual capacity.



Alison P. Smith
Notary Public

My _____ commission

expires: 7-27-02

VALLEY ARTS PARTNERSHIP
A California general partnership

By Albert J. Carness
Albert J. Carness, general partner

Date 6/17/02

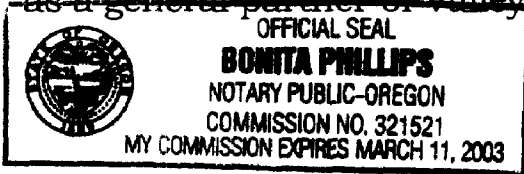
And

By Michael D. McGuire
Michael D. McGuire, general partner

Date 6/18/02

STATE OF OREGON
COUNTY OF CLATSOP

Before me, Bonita Phillips, a Notary Public of the state and county aforesaid, on this 15 day of JUNE, 2002, personally appeared Albert J. Carness, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to have signed the above document in his capacity as a general partner of Valley Arts Partnership.

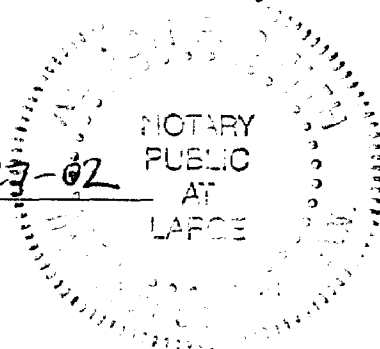


Bonita Phillips
Notary Public
My NOTORIAL commission

expires: MARCH 11, 2003

STATE OF Tennessee
COUNTY OF DAVIDSON

Before me, Alison P. Smith, a Notary Public of the state and county aforesaid, on this 18 day of JUNE, 2002, personally appeared Michael D. McGuire, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to have signed the above document in his capacity as a general partner of Valley Arts Partnership.



Alison P. Smith
Notary Public
My commission

expires: 7-27-02