5	Form PTO-1595 (Rev. 03/05)	U.S. DEPARTMENT OF COMMERCE	
4	OMB No. 0651-0027 (exp. 6/30/2005)	United States Patent and Trademark Offi	
1	Dorrective MRA 8/03/05 103053		
G	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)		
X	FLEET CAPITAL CORPORATION (See Attached)	2. Name and address of receiving party(ies) Name: FLEET CAPITAL CORPORATION, AS AGENT	
\bigcirc		Internal Address:	
р.	Additional name(s) of conveying party(ies) attached? Yes 🗸 No		
	3. Nature of conveyance/Execution Date(s):	Street Address: 6100 FAIRVIEW ROAD, SUITE 200	
	Execution Date(s) 12/17/2003		
	Assignment Merger		
	Security Agreement Change of Name	City: CHARLOTTE	
	Joint Research Agreement	State: NORTH CAROLINA	
	Government Interest Assignment		
	Executive Order 9424, Confirmatory License	Country: USA Zip: 28210	
	Other SEE ATTACHED CONVEYANCE DESCRIPTION	Additional name(s) & address(es) attached? Yes No	
	4. Application or patent number(s):		
	A. Patent Application No.(s)	B. Patent No.(s)	
		SEE ATTACHED SCHEDULE A	
	Additional numbers attached? 🖌 Yes 🗌 No		
	5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 7	
	Name: SARAH SEALY, PARALEGAL	7. Total fee (37 CFR 1.21(h) & 3.41) \$280.00	
	Internal Address: CARRUTHERS & ROTH, P.A.	Authorized to be charged by credit card	
		Authorized to be charged to deposit account	
	Street Address: 235 NORTH EDGEWORTH STREET	✓ Enclosed	
		None required (government interest not affecting title	
	City: <u>GREENSBORO</u>	8. Payment Information	
	State: NORTH CAROLINA Zip:27401	a. Credit Card Last 4 Numbers	
	Phone Number: 336-478-1123	Expiration Date	
	Fax Number: <u>336-478-1114</u>	b. Deposit Account Number	
	Email Address: <u>SMS@CRLAW.COM</u>	Authorized User Name	
	9. Signature:	8-01-05	
04/200	DBYRNE 00000053 6075184 Signature		
C:802	280, 00 SARAH SEALY	Total number of pages including cover 13	
L	Name of Person Signing	sheet, attachments, and documents:	

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, V.A. 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 "Assignment of Assignor's Interest (see document for details)" to Assignment of Security Interest" for the document previously recorded at Reel/Frame 015074/0001.

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

Patent No.	Patent Date
6,075,194	June 13, 2000
D410,670	June 8, 1999
D412,522	August 3, 1999
D420,665	February 15, 2000
D432,115	October 17, 2000
5,957,282	September 28, 1999
5,990,405	November 23, 1999

002026/04755 DOC # 00233301 Ver.3 DLS 11/24/03

OMB No. 0651-0027 (exp. 6/30/2005) 102996855 To the Honorable Commissioner of Patents and Trademarks; feese record the attached original documents or copy there 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): FLEET CAPITAL CORPORATION 2. Name and address of receiving party(ies): Additional name(s) of conveying party(ies) attached? Yes Additional name(s) of conveying party(ies) attached? Yes Additional name(s) of conveyance: Internal Address: Ø OtherAMENDMENT Street Address: 6100 FAIRVIEW RD., SUITE City: Execution Date: 12/17/2003 A Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) SEE ATTACHED SCHEDULE "A" Additional numbers attached? Yes Additional numbers of applications and patents invo concerning document should be mailed: 6. Total number of applications and patents invo Name: Deborah E. Lindley Internal Address: Carruthers & Roth, P.A.	Form PTO-1595 5 - 155 - 0 - RECORI	3. DEPARTMENT OF CON U.S. Patent and Tradem
To the Honorable Commissioner of Patents and Trademarks: Lesse mecord the attached original documents or copy there 1. Name of conveying party(les): FLEET CAPITAL CORPORATION FLEET CAPITAL CORPORATION Name: FLEET CAPITAL CORPORATION Additional name(s) of conveying party(les) attached? Yes [No 3. Nature of conveyance:		
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SEE ATTACHED SCHEDULE "A" Additional numbers attached? Street Address: 235 N. Edgeworth Street City: Greensboro_State: NC 20000048 6075194 Deborah E. Lindley Authorized to be charged to deposit accor 8. Deposit account number: City: Greensboro_State: NC Zip: 27401		··· · · · · · · · · · · · · · · · · ·
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Authorized to be charged to deposit acco Authorized to be charged to deposit acco 8. Deposit account number: 8. Deposit account number: City: Greensboro_State: NC Zip: 27401 DO NOT USE THIS SPACE 9. Signature. 9. Signature. Deborah E. Lindley Name of Person Signing DEYRNE 0000048 6075194 Total number of pages including cover sheet attachments, and documents: B 280.00 Total documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments	Carruthers & Roth, P.A.	Enclosed
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Street Address: 235 N. Edgeworth Street City: Greensboro State: NC Zip: 27401 DO NOT USE THIS SPACE 9. Signature. Deborah E. Lindley Manual Handling 3/11/0 Name of Person Signing Signature 3/11/0 DBYKNE 00000048 6075194 Total number of pages including cover sheet, attachments, and documents: 3 280.00 Will documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments		
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DO NOT USE THIS SPACE 9. Signature. Deborah E. Lindley Name of Person Signing DEYRNE 00000048 6075194 Total number of pages including cover sheet, attachments, and documents: 8 280.00 00	City: Greensboro State: ^{NC} Zip: ²⁷⁴⁰¹	
9. Signature. <u>Deborah E. Lindley</u> Name of Person Signing <u>DBYRNE</u> 00000048 6075194 Total number of pages including cover sheet, attachments, and documents: <u>280.00 UNI documents to be recorded with required cover sheet information to:</u> <u>Commissioner of Patents & Trademarks, Box Assignments</u>		
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SCHEDULE A

Patent No.	Patent Date
6,075,194	June 13, 2000
D410,670	June 8, 1999
D412,522	August 3, 1999
D420,665	February 15, 2000
D432,115	October 17, 2000
5,957,282	September 28, 1999
5,990,405	November 23, 1999

002026/04755 DOC # 00233301 Ver.3 DLS 11/24/03

ASSIGNMENT OF, AND AMENDMENT TO, <u>SECURITY INTERESTS IN INTELLECTUAL PROPERTY</u> (Cross Reference to Security Agreement Recorded at Reel 011474, Frame 0085)

THIS ASSIGNMENT OF, AND AMENDMENT TO, SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Assignment and Amendment"), made this / 7th 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 Patent 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 <u>Schedule A</u> attached hereto and incorporated herein by reference (collectively, the "Intellectual Property"), which Security Agreement was recorded at Reel 011474, Frame 0085, 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. <u>Assignment</u>. 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 <u>Schedule A</u> 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. <u>Amendments</u>. 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, 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. <u>Miscellaneous</u>.

(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:
FLEET CAPITAL CORPORATION, as agent

By:	al	
Title:	S XV	

GIBSON GUITAR CORP.

By: <u>HOudele</u> Title: <u>Explices</u>

STATE OF	Grogia
	j,
COUNTY OF _	- Tylton

The foregoing Assignment of, and Amendment to, of Security Interests in Intellectual Property was executed and acknowledged before me this $\frac{167}{\text{M}}$ day of December, 2003, by $\frac{2010}{1000} \frac{1000}{1000} \frac{1000}{1000}$, personally known to be $\frac{56100}{1000} \frac{1000}{1000} \frac{1000}{1000} \frac{1000}{1000}$ of FLEET CAPITAL CORPORATION, a Rhode Island corporation, on behalf of the corporation.

Montz succe Notary Public My Commission Expires: MARTY LACEY Notary Public, Cobb County, Georgia PUBLIC My Commission Expires Feb. 18, 2006

COUNTY OF THIN

The foregoing Assignment of, and Amendment to, Security Interests in Intellectual Property was executed and acknowledged before me this $\frac{16 \text{ H}}{16}$ day of December, 2003, by $\frac{P_{OAAI} \sigma}{16} D. Clock$, personally known to be $\frac{S \epsilon_{AWI} V_{WLE} P_{WS} \sigma_{WL}}{V_{WLE} P_{WS} \sigma_{WL}}$ 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.

Notary Public 492.04 MARTY LACEY My Commission Expires: Nctany Fublic, Cobb County, Georgia PUBLIC My Commission Expires Feb. 18, 2006 ULTY

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COUNTY OF <u>Julton</u>

Morte Notary Public My Commission/Expires MARTY LACEY Notary Public, Cobb County, Georgia My Commission Expires Feb. 18, 2005

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