

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6465633

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENT RIGHTS

CONVEYING PARTY DATA

Name	Execution Date
GIBSON BRANDS, INC.	12/21/2020

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 S. DEARBORN, FLOOR L2
Internal Address:	SUITE IL1-1145
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 70

Property Type	Number
Patent Number:	10115379
Patent Number:	10418009
Patent Number:	6689943
Patent Number:	9412345
Patent Number:	6621253
Patent Number:	7285714
Patent Number:	D581393
Patent Number:	7277362
Patent Number:	D657777
Patent Number:	D588105
Patent Number:	7222183
Patent Number:	D768112
Patent Number:	D786218
Application Number:	29709521
Application Number:	29709504
Patent Number:	7220913
Patent Number:	6685283
Patent Number:	9998082
Patent Number:	6888057

PATENT

Property Type	Number
Patent Number:	7952014
Patent Number:	7220912
Patent Number:	7399918
Patent Number:	8907198
Patent Number:	D875170
Patent Number:	D836708
Patent Number:	6849792
Patent Number:	7888572
Patent Number:	8772613
Patent Number:	D784956
Patent Number:	D826209
Patent Number:	D772193
Patent Number:	6853553
Patent Number:	7166794
Patent Number:	6935709
Patent Number:	6765136
Patent Number:	7628501
Patent Number:	D727296
Patent Number:	7742609
Patent Number:	7459618
Patent Number:	9524710
Patent Number:	6910548
Patent Number:	7012542
Patent Number:	9583898
Patent Number:	7838750
Patent Number:	9064481
Patent Number:	6350939
Patent Number:	6392137
Patent Number:	6611169
Patent Number:	6661753
Patent Number:	6590840
Patent Number:	10297283
Patent Number:	D719126
Patent Number:	10091582
Patent Number:	9257112
Patent Number:	D748604
Patent Number:	D602470
Patent Number:	D839851

Property Type	Number
Patent Number:	D589494
Patent Number:	D764572
Patent Number:	7216178
Patent Number:	7061740
Patent Number:	9970652
Patent Number:	7960630
Patent Number:	7888571
Patent Number:	8017844
Patent Number:	6686530
Patent Number:	8802959
Patent Number:	D659183
Patent Number:	9263015
Patent Number:	8802961

CORRESPONDENCE DATA

Fax Number: (617)523-6850

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

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Email: susan.dinicola@hklaw.com,ashley.ingraham@hklaw.com

Correspondent Name: HOLLAND & KNIGHT LLP

Address Line 1: 10 ST. JAMES AVENUE

Address Line 4: BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	088599.01374
NAME OF SUBMITTER:	SUSAN C. DINICOLA
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	12/22/2020

Total Attachments: 10

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of December 21, 2020, is made by the grantors listed on the signature page hereto (collectively, the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the "Agent") in connection with that certain ABL Credit Agreement, dated as of December 21, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Gibson Brands, Inc., a Delaware corporation and wholly-owned subsidiary of Holdings (the "Parent Borrower"), Gibson Europe B.V., having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, registered with the Dutch trade register under number 34180426 (the "Foreign Borrower"; and together with the Parent Borrower, collectively and individually, the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") and JPMorgan Chase Bank, N.A., as Letter of Credit Issuer, Swingline Lender, administrative agent and collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Swingline Lender has agreed to extend credit to the Borrower in the form of Swingline Loans, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered an ABL Security Agreement, dated as of December 21, 2020 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline Loans to the Borrower, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. Delivery of an executed counterpart of a signature page of (x) this Agreement, and/or (y) any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement and/or the transactions contemplated hereby (each an "Ancillary Document") that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Agent has agreed to accept any Electronic Signature, the Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Grantor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each Grantor hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Agent, the Lenders, the Grantor, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Agent and each of the Lenders may, at its option, create one or more copies of this Agreement and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement and/or any Ancillary Document based solely on the lack of paper original copies of this

Agreement and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against any Indemnified Person for any Indemnified Liabilities arising solely from the Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Indemnified Liabilities arising as a result of the failure of any Grantor to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, parties hereto have caused this Grant of Security Interest in Patent Rights to be duly executed and delivered as of the date first above written.

GIBSON BRANDS, INC.,

as a Grantor

By: 


Name: Mark Taylor

Title: Chief Financial Officer, Corporate Secretary and
Treasurer

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 054839 FRAME: 0223

JPMORGAN CHASE BANK, N.A.,
as the Agent

By: 
Name: Patrick J. Fravel
Title: Vice President

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 054839 FRAME: 0224

SCHEDULE A

U.S. Patent Registrations and Applications

PATENT TITLE	COUNTRY	OWNER	STATUS	PATENT NUMBER	DATE (MAXIMUM TERM)
ACOUSTIC GUITAR USER INTERFACE	USA	GIBSON BRANDS, INC.	GRANTED	10115379	2037.04.27
ACOUSTIC GUITAR USER INTERFACE	USA	GIBSON BRANDS, INC.	GRANTED	10418009	2037.04.27
ACOUSTIC GUITAR WITH INTEGRAL PICKUP MOUNT/"ACOUSTIC LES PAUL"	USA	GIBSON BRANDS, INC.	GRANTED	6689943	2022.02.04
ADJUSTABLE ZERO FRET AND METHOD OF USE ON A STRINGED INSTRUMENT	USA	GIBSON BRANDS, INC.	GRANTED	9412345	2036.01.11
AMPLIFIER (DOVE WING)	USA	GIBSON BRANDS, INC.	PENDING	29709521	
AMPLIFIER (GA-40)	USA	GIBSON BRANDS, INC.	PENDING	29709504	
AMPLIFIER HAVING A VARIABLE POWER FACTOR	USA	GIBSON BRANDS, INC.	GRANTED	6621253	2022.04.05
ANGLED PICKUP FOR DIGITAL GUITAR	USA	GIBSON BRANDS, INC.	GRANTED	7285714	2026.01.23
AUDIO PROCESSING APPARATUS (ERGO DESIGN)	USA	GIBSON BRANDS, INC.	GRANTED	D581393	2022.11.25
AUDIO SIGNAL REPRODUCTION APPARATUS HAVING SCRATCH REPRODUCING FUNCTION	USA	GIBSON BRANDS, INC.	GRANTED	7277362	2024.03.25
AUDIO SPEAKER	USA	GIBSON BRANDS, INC.	GRANTED	D657777	2026.04.17
AUDIO SPEAKER (E8B DESIGN)	USA	GIBSON BRANDS, INC.	GRANTED	D588105	2023.03.10
AUTHORIZED UNITS MUSIC DISTRIBUTION SYSTEM	USA	GIBSON BRANDS, INC.	GRANTED	7222183	2025.12.29
BLUETOOTH SPEAKER (GIBSON GSAS1)	USA	GIBSON BRANDS, INC.	GRANTED	D768112	2031.10.04
BLUETOOTH SPEAKER (GSAP1)	USA	GIBSON BRANDS, INC.	GRANTED	D786218	2031.05.09

PATENT TITLE	COUNTRY	OWNER	STATUS	PATENT NUMBER	DATE (MAXIMUM TERM)
BREAKOUT BOX FOR DIGITAL GUITAR	USA	GIBSON BRANDS, INC.	GRANTED	7220913	2025.02.02
CABINET FOR DISPLAYING A STRINGED MUSICAL INSTRUMENT/"WALL CABINET"	USA	GIBSON BRANDS, INC.	GRANTED	6685283	2023.03.05
COMPARATIVE BALANCING	USA	GIBSON BRANDS, INC.	GRANTED	9998082	2037.01.16
DIGITAL GUITAR PROCESSING CIRCUIT	USA	GIBSON BRANDS, INC.	GRANTED	6888057	2023.09.08
DIGITAL GUITAR SYSTEM	USA	GIBSON BRANDS, INC.	GRANTED	7952014	2028.06.30
DIGITAL GUITAR SYSTEM	USA	GIBSON BRANDS, INC.	GRANTED	7220912	2024.12.03
DIGITAL GUITAR SYSTEM	USA	GIBSON BRANDS, INC.	GRANTED	7399918	2026.10.11
ELECTRIC STRINGED MUSICAL INSTRUMENT STANDARD ELECTRONIC MODULE	USA	GIBSON BRANDS, INC.	GRANTED	8907198	2031.10.28
GUITAR BODY (DOUBLE-CUT DESIGN)	USA	GIBSON BRANDS, INC.	GRANTED	D875170	2035.02.11
GUITAR CONTROLLER	USA	GIBSON BRANDS, INC.	GRANTED	D836,708	2033.12.25
GUITAR PICKUP ASSEMBLY	USA	GIBSON BRANDS, INC.	GRANTED	6849792	2023.01.09
GUITAR STRAP LOCK	USA	GIBSON BRANDS, INC.	GRANTED	7888572	2027.01.05
GUITAR WITH DOUBLE CARVE SOUND BOARD	USA	GIBSON BRANDS, INC.	GRANTED	8772613	2031.03.18
HEADPHONE (GIBSON SG & LES PAUL)	USA	GIBSON BRANDS, INC.	GRANTED	D784,956	2031.04.25
HEADPHONE (GIBSON SG & LES PAUL)	USA	GIBSON BRANDS, INC.	GRANTED	D826209	2033.08.21
HEADPHONES (TRAINER)	USA	GIBSON BRANDS, INC.	GRANTED	D772193	2031.11.22
HEAT DISSIPATION SYSTEM FOR AUDIO AMPLIFIER	USA	GIBSON BRANDS, INC.	GRANTED	6853553	2023.05.29

PATENT TITLE	COUNTRY	OWNER	STATUS	PATENT NUMBER	DATE (MAXIMUM TERM)
HEXAPHONIC PICKUP FOR DIGITAL GUITAR SYSTEM	USA	GIBSON BRANDS, INC.	GRANTED	7166794	2025.05.01
HOUSING CONSTRUCTION FOR RACK-MOUNTED ELECTRONIC EQUIPMENT	USA	GIBSON BRANDS, INC.	GRANTED	6935709	2023.06.07
HYDROPHOBIC POLYMER STRING TREATMENT	USA	GIBSON BRANDS, INC.	GRANTED	6765136	2023.01.31
JUKEBOX OR VENDING MACHINE HAVING A LIGHTING SYSTEM	USA	GIBSON BRANDS, INC.	GRANTED	7628501	2028.03.14
LES PAUL SPEAKER DESIGN	USA	GIBSON BRANDS, INC.	GRANTED	D727296	2029.04.21
LIVE PERFORMANCE AUDIO MIXING SYSTEM WITH SIMPLIFIED USER INTERFACE	USA	GIBSON BRANDS, INC.	GRANTED	7742609	2023.04.03
LOCKING TAILPIECE	USA	GIBSON BRANDS, INC.	GRANTED	7459618	2026.08.27
LOW IMPEDANCE DUAL COIL BIFILAR MAGNETIC PICKUP	USA	GIBSON BRANDS, INC.	GRANTED	9524710	2031.10.28
MODULAR SPEAKER CONSTRUCTION	USA	GIBSON BRANDS, INC.	GRANTED	6910548	2023.07.23
MULTICOLOR FUNCTION INDICATOR LIGHT	USA	GIBSON BRANDS, INC.	GRANTED	7012542	2023.11.12
MULTIPLE CONTACT JACK	USA	GIBSON BRANDS, INC.	GRANTED	9583898	2034.12.30
MUSICAL INSTRUMENT SLOPED NECK JOINT	USA	GIBSON BRANDS, INC.	GRANTED	7838750	2027.07.16
MUSICAL INSTRUMENT TRANSDUCER CAVITY / "BIG BLOCK PICKUP"	USA	GIBSON BRANDS, INC.	GRANTED	9064481	2033.01.20
NECK BLOCK SYSTEM FOR ACOUSTIC STRINGED INSTRUMENTS	USA	GIBSON BRANDS, INC.	GRANTED	6350939	2021.01.16
POLYPHONIC GUITAR PICKUP FOR SENSING STRING VIBRATIONS IN TWO MUTUALLY PERPENDICULAR PLANES	USA	GIBSON BRANDS, INC.	GRANTED	6392137	2020.04.27
POWER SUPPLY REGULATION AND PROTECTION CIRCUIT FOR AUDIO POWER AMPLIFIER	USA	GIBSON BRANDS, INC.	GRANTED	6611169	2022.04.05
RECORDING MEDIUM REPRODUCING DEVICE HAVING TEMPO CONTROL FUNCTION, KEY CONTROL FUNCTION AND KEY DISPLAY FUNCTION	USA	GIBSON BRANDS, INC.	GRANTED	6661753	2021.03.14

PATENT TITLE	COUNTRY	OWNER	STATUS	PATENT NUMBER	DATE (MAXIMUM TERM)
REFLECTING KEY CHANGE ACCORDING TO TEMPO CHANGE					
RECORDING MEDIUM REPRODUCTION APPARATUS	USA	GIBSON BRANDS, INC.	GRANTED	6590840	2021.08.01
SELECTIVE SOUND STORAGE DEVICE ("SELF-RECORDING CABLE")	USA	GIBSON BRANDS, INC.	GRANTED	10297283	2034.12.30
SELECTIVE SOUND STORAGE DEVICE ("SELF-RECORDING CABLE")	USA	GIBSON BRANDS, INC.	GRANTED	D719126	2028.12.09
SIGNAL ENHANCEMENT	USA	GIBSON BRANDS, INC.	GRANTED	10091582	2036.07.23
SINGLE COIL PARALLEL TAPPED MAGNETIC PICKUP	USA	GIBSON BRANDS, INC.	GRANTED	9257112	2033.03.19
SPEAKER (ROKIT 8 SERIES)	USA	GIBSON BRANDS, INC.	GRANTED	D748604	2030.02.02
SPEAKER (ROKIT DESIGN SERIES)	USA	GIBSON BRANDS, INC.	GRANTED	D602470	2023.10.20
SPEAKER (ROKIT RPG3)	USA	GIBSON BRANDS, INC.	GRANTED	D839851	2034.02.05
SPEAKER (VXT DESIGN PATENT)	USA	GIBSON BRANDS, INC.	GRANTED	D589494	2023.03.31
STRINGED MUSICAL INSTRUMENT BRIDGE	USA	GIBSON BRANDS, INC.	GRANTED	D764572	2030.08.23
SYSTEM AND METHOD FOR DISTRIBUTING MUSIC TO CUSTOMERS OVER THE INTERNET USING UNIQUELY IDENTIFIED PROPRIETARY SYSTEMS	USA	GIBSON BRANDS, INC.	GRANTED	7216178	2024.01.30
SYSTEM AND METHOD FOR PROTECTING AN AUDIO AMPLIFIER OUTPUT STAGE POWER TRANSISTOR	USA	GIBSON BRANDS, INC.	GRANTED	7061740	2024.08.02
SYSTEM AND METHOD OF INDIRECT LIGHTING FOR A TURNTABLE DISPLAY	USA	GIBSON BRANDS, INC.	GRANTED	9970652	2035.12.31
TREMOLO MECHANISM FOR A STRINGED MUSICAL INSTRUMENT WITH ANGLED SADDLE ROLLERS	USA	GIBSON BRANDS, INC.	GRANTED	7960630	2027.07.12
TREMOLO MECHANISM FOR A STRINGED MUSICAL INSTRUMENT WITH CAM ACTUATED LOCK	USA	GIBSON BRANDS, INC.	GRANTED	7888571	2027.06.12

PATENT TITLE	COUNTRY	OWNER	STATUS	PATENT NUMBER	DATE (MAXIMUM TERM)
TREMOLO MECHANISM FOR A STRINGED MUSICAL INSTRUMENT WITH PIVOTING STRING ANCHOR	USA	GIBSON BRANDS, INC.	GRANTED	8017844	2027.06.12
UNIVERSAL DIGITAL MEDIA COMMUNICATIONS AND CONTROL SYSTEM AND METHOD	USA	GIBSON BRANDS, INC.	GRANTED	6686530	2021.11.27
VARIABLE RESONANT BIFILAR SINGLE COIL MAGNETIC PICKUP	USA	GIBSON BRANDS, INC.	GRANTED	8802959	2023.06.21
WIRELESS ELECTRIC GUITAR	USA	GIBSON BRANDS, INC.	GRANTED	D659183	2026.04.08
WIRELESS ELECTRIC GUITAR	USA	GIBSON BRANDS, INC.	GRANTED	9263015	2032.08.01
WIRELESS FOOT-OPERATED EFFECTS PEDAL FOR ELECTRIC STRINGED MUSICAL INSTRUMENT	USA	GIBSON BRANDS, INC.	GRANTED	8802961	2031.10.28
SELECTIVE SOUND STORAGE DEVICE	EP GRANTED FOR NL	GIBSON BRANDS, INC.	GRANTED	EP3092643	29/12/2034