

## 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 Brands, Inc.		12/16/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	101 North Phillips Avenue		
Internal Address:	One Wachovia Center		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57104		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH DAKOTA		
Name:	Bank of America, N.A.		
Street Address:	100 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86022804	N NEAT MICROPHONES	
CORRESPONDENCE DATA			
Fax Number:	4049636231		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-228-7439		
Email:	jsteed@bates-bates.com		
Correspondent Name:	Joanna Steed		

CH \$40.00 86022804

Address Line 1: 1890 Marietta Boulevard, NW  
Address Line 4: Atlanta, GEORGIA 30318

ATTORNEY DOCKET NUMBER:	N NEAT MICROPHONES
NAME OF SUBMITTER:	Joanna E. Steed
Signature:	/Joanna E. Steed/
Date:	12/18/2013

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement Supplement**”) dated December 16, 2013, is made by GIBSON BRANDS, INC., a Delaware corporation (the “**Grantor**”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor, Gibson International Sales LLC, a Delaware limited liability company, and Gibson Pro Audio Corp, a California corporation have entered into that certain Indenture dated as of July 31, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), with the Collateral Agent, the Holders party thereto from time to time, and the guarantors party thereto from time to time.

WHEREAS, pursuant to the Indenture, the Grantor and certain other Persons have executed and delivered that certain Pledge and Security Agreement dated as of July 31, 2013 made by the Grantors party thereto and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and that certain Intellectual Property Security Agreement dated as of July 31, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

**SECTION 1. Grant of Security.** The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “**Additional Collateral**”):

(i) all patents, patent applications, utility models and statutory invention registrations, together with all inventions claimed or disclosed therein, and all improvements thereto, including the patents and patent applications set forth in Schedule 1 hereto (the “**Patents**”);

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, fictitious business names, corporate names, certification marks, collective marks, and other source identifiers, whether registered or

unregistered, including the trademark and service mark registrations and applications set forth in Schedule 1 hereto (provided that no security interest shall be granted in any United States intent-to-use trademark application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) all copyrights (whether or not the underlying works of authorship have been published), including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule 1 hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Notes Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

SECTION 7. Intercreditor Agreement. Reference is made to the **Intercreditor Agreement, dated as of July 31, 2013, among Bank of America, N.A., as ABL Agent; Wells Fargo Bank, National Association, as Trustee, Collateral Agent and Initial Notes Agent; Gibson Brands, Inc. and the other subsidiaries of Gibson Brands, Inc. named therein (the “Intercreditor Agreement”).** Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the ABL Agent on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person.

Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable ABL Security Documents and Notes Security Documents. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GIBSON BRANDS, INC.



Name: Bruce A. Mitchell

Title: EVP, General Counsel and Secretary

Notice Address:

309 Plus Park Boulevard

Nashville, Tennessee 37217

**SCHEDULE 1**

**TO THE INTELLECTUAL PROPERTY LICENSE AGREEMENT**

**Copyrights, Patents and Trademarks**

Copyrights

None.

Patents

None.

Trademarks

<b><u>Word Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>
N NEAT Microphones	86022804	10/11/2013

**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SUPPLEMENT**

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated December 16, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BANK OF AMERICA, N.A., as agent (the “**Agent**”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, GIBSON BRANDS, INC., a Delaware corporation (“**Parent Borrower**”), GIBSON INTERNATIONAL SALES LLC, a Delaware limited liability company (the “**Gibson International**”), and GIBSON PRO AUDIO CORP., a California corporation (“**Gibson Audio**”) have entered into a Loan Agreement dated as of July 31, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with the Agent, the lenders party thereto from time to time, and the guarantors party thereto from time to time. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement, the Grantor and certain other Persons have executed and delivered that certain Pledge and Security Agreement dated July 31, 2013 made by the Grantors party thereto and such other Persons to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and that certain Intellectual Property Security Agreement dated July 31, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Additional Collateral**”):

(vii) all patents, patent applications, utility models and statutory invention registrations, together with all inventions claimed or disclosed therein, and all improvements thereto, including the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(viii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, fictitious business names, corporate names, certification marks, collective marks, and other source identifiers, whether registered or



unregistered, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any United States intent-to-use trademark application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the “**Trademarks**”);

(ix) all copyrights (whether or not the underlying works of authorship have been published), including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(x) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(xi) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(xii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. Recordation.** The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

**SECTION 4. Grants, Rights and Remedies.** This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the

rights and remedies of, the Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Intercreditor Agreement. **Reference is made to the Intercreditor Agreement, dated as of July 31, 2013, among Bank of America, N.A., as initial ABL Agent for the ABL Claimholders referred to therein; Wells Fargo Bank, National Association, as Trustee, Collateral Agent and initial Notes Agent; Gibson Brands, Inc., Gibson International Sales LLC, Gibson Pro Audio Corp., Gibson Europe B.V. and the other subsidiaries of Gibson Brands, Inc. named therein (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the ABL Agent on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person.**

**Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable ABL Security Documents and Notes Security Documents. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.**

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GIBSON BRANDS, INC.**

By: \_\_\_\_\_

Name: Bruce A. Mitchell

Title: EVP, General Counsel and Secretary

Address for Notices:

309 Plus Park Boulevard

Nashville, Tennessee 37217

**Exhibit A**

Patents

None.

**Exhibit B**

Trademarks

<b><u>Word Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>
N NEAT Microphones	86022804	10/11/2013

**Exhibit C**

Copyrights

None.