

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.		11/14/2011	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: 33

Property Type	Number	Word Mark
Registration Number:	3970910	BLUES HAWK
Registration Number:	3951163	CHECK IN ROCK OUT
Registration Number:	3979769	
Registration Number:	3976202	
Registration Number:	4003536	GIBSON CUSTOM COLLECTORS CHOICE
Registration Number:	4006293	GIBSON FIREBIRD
Registration Number:	3978275	GIBSON GEM
Registration Number:	3984265	GIBSON GUITAR G SINCE 1894
Registration Number:	4026861	GIBSON PURE
Registration Number:	4038070	GIBSON RD
Registration Number:	4032308	HUMMINGBIRD
Registration Number:	4042789	ONE MORE TIME
Registration Number:	3952189	RIPPER
Registration Number:	3976407	STRIKER

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**TRADEMARK
 REEL: 004660 FRAME: 0739**

Registration Number:	3989004	THUNDERBIRD
Registration Number:	4031776	WILSHIRE
Serial Number:	85272074	BILL MONROE
Serial Number:	85283932	CABLE
Serial Number:	85314514	CASINO
Serial Number:	85303257	CMI
Serial Number:	85278196	DEBUT MUSIC SYSTEMS
Serial Number:	85314298	EPIPHONE EMPEROR
Serial Number:	85420307	FIREBIRD
Serial Number:	85291879	GIBSON
Serial Number:	85308253	GIBSON CLAVIOLINE
Serial Number:	85314529	LES PAUL ARTISAN
Serial Number:	85314366	MELODY MAKER
Serial Number:	85314346	POLARIS
Serial Number:	85314393	PROPHECY
Serial Number:	85315357	QUICK CONNECT
Serial Number:	85314488	SWINGSTER
Serial Number:	85314550	ULTIMA
Serial Number:	85314420	VIBROLA

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
Signature:	/Laura Konrath/
Date:	11/14/2011

Total Attachments: 6

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TRADEMARK
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of November 14, 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 the date hereof, (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 the date hereof, (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.

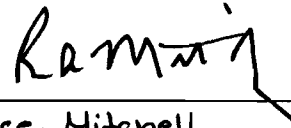
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any 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: General Counsel, EUP and Secretary

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

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

By: Christine Trotter
Name: Christine Trotter
Title: Assistant Vice President

[Signature Page to Gibson Intellectual Property Security Agreement]

Schedule A
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

MARK	FILING DATE	SERIAL NO.	REGISTRATION DATE	REG. NO.	CLASS
BLUES HAWK	3/13/2008	77421079	5/31/2011	3970910	15
CHECK IN ROCK OUT	12/20/2007	77356857	4/26/2011	3951163	39, 41, 43
CORVUS Guitar Body Design	7/18/2010	85087171	6/14/2011	3979769	15
FLYING V Peg Head Design	1/13/2011	85216721	6/7/2011	3976202	15
GIBSON CUSTOM COLLECTOR'S CHOICE	4/30/2010	85,027,879	7/26/2011	4003536	15
GIBSON FIREBIRD	2/7/2011	85235360	8/2/2011	4006293	15
GIBSON GEM	12/13/2010	85196671	6/14/2011	3978275	15
GIBSON GUITAR G	7/21/2010	85090061	6/28/2011	3984265	25
GIBSON PURE	5/18/2010	4026861	9/13/2011	4026861	15
GIBSON RD	3/4/2011	85258179	10/11/2011	4038070	15
HUMMINGBIRD	3/7/2010	77952643	9/27/2011	4032308	15
ONE MORE TIME	3/15/2010	77959123	10/18/2011	4042789	9
RIPPER	3/7/2010	77952631	3/26/2011	3952189	15
STRIKER	11/23/2009	77878711	6/14/2011	3976407	5
THUNDERBIRD	10/22/2010	85158950	7/5/2011	3989004	15
WILSHIRE	5/6/2011	85314322	9/27/2011	4031776	15

II. TRADEMARK APPLICATIONS

MARK	FILING DATE	SERIAL NO.	CLASS
BILL MONROE	3/21/2011	85272074	15

CABLE (and design)	4/1/2011	85283932	15
CASINO	5/6/2011	85314514	15
CMI	04/25/2011	85303257	9
DEBUT MUSIC SYSTEMS	3/28/2011	85278196	9
EPIPHONE EMPEROR	5/6/2011	85314298	15
FIREBIRD	9/12/2011	85420307	15
GIBSON	4/11/2011	85291879	9
GIBSON CLAVIOLINE	4/29/2011	85308253	15
LES PAUL ARTISAN	5/6/2011	85314529	15
MELODY MAKER	5/6/2011	85314366	15
POLARIS	5/6/2011	85314346	15
PROPHECY	5/6/2011	85314393	15
QUICK CONNECT	5/9/2011	85315357	9
SWINGSTER	5/6/2011	85314488	15
ULTIMA	5/6/2011	85314550	15
VIBROLA	5/6/2011	85314420	15

III. TRADEMARK LICENSES

None.

Schedule B
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

TITLE	FILING DATE	SERIAL NO.	REG. NO	REG. DATE
TREMOLO MECHANISM FOR A STRINGED MUSICAL INSTRUMENT WITH PIVOTING STRING ANCHOR	7/12/2007	11/776,783	8017844	9/13/2011
DIGITAL GUITAR SYSTEM	6/30/2008	12/164,513	7,952,014	5/31/2011
TREMOLO MECHANISM FOR A STRINGED MUSICAL INSTRUMENT	7/12/2007	11/776,767	7,960,630	6/14/2011

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.