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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks, Patent and Trademark Office, Washington, D.C. 20514
To be attached to the original documents or copy thereof.

1. Name of conveying party(ies):

Roberds, Inc.

- Individual(s)
- General Partnership
- Corporation-State Ohio
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: March 3, 1999

2. Name and address of receiving party(ies)

Name: BankBoston Retail Finance Inc.

Internal Address: _____

Street Address: 40 Broad Street

City: Boston State: MA ZIP: 02109

- 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 patent number(s):

A. Trademark Application No.(s)

75/469,955

B. Trademark Registration No.(s)

<u>2,079,036</u>	<u>2,122,672</u>	<u>2,066,985</u>
<u>1,589,979</u>	<u>2,066,971</u>	
<u>1,924,246</u>	<u>1,932,687</u>	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Howard M. Gitten

Internal Address: _____

Street Address: Stroock & Stroock & Lavan LLP

180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and registrations involved: _____

8

7. Total fee (37 CFR 3.41).....\$215.00 E

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(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.

Howard M. Gitten
Name of Person Signing

[Signature]
Signature

3/16/99
Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK
REEL: 1870 FRAME: 0717

TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT

This Trademark and Trademark Application Security Agreement (the "**TM Security Agreement**") is made as of the 3rd day of March, 1999, by Roberds, Inc. (hereinafter, the "**Borrower**"), an Ohio corporation with a principal place of business at 1100 East Central Avenue, Dayton, Ohio, 45449 and BankBoston Retail Finance Inc., a Delaware corporation, with offices at 40 Broad Street, Boston, Massachusetts 02109, as Agent for the ratable benefit of the Lenders (defined in the Loan Agreement) (the "**Agent**").

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement dated as of March 3, 1999 (as amended from time to time, the "**Loan Agreement**") made between the Borrower, on the one hand, and the Agent and Lenders on the other hand, the Agent has agreed to make certain Loans (as defined in the Loan Agreement, hereinafter, the "**Loans**") available to the Borrower;

WHEREAS, pursuant to the Loan Agreement the Borrower has granted to the Agent a security interest in the Borrower's Collateral (as defined in the Loan Agreement) to secure the Liabilities (as defined in the Loan Agreement) of the Borrower to the Agent;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Liabilities and to more fully vest the security interest granted in the Loan Agreement, the Borrower has executed this TM Security Agreement.

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Agent agree as follows:

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1. Terms used herein which are defined in the Loan Agreement are used as so defined.

2. To secure the Liabilities, the Borrower hereby grants a security interest in favor of, and collaterally assigns to the Agent, for the ratable benefit of the Lenders, with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:

a. All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on *EXHIBIT A* annexed hereto and made a part hereof. together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

b. All renewals of any of the foregoing.

c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

e. All of Borrower's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the **"Marks"**.

3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Agent, the Borrower shall undertake the following with respect to each Mark:

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

b. At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

c. At the Borrower's sole cost, expense, and risk, take any and all action which Borrower deems reasonably necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

4. In the event of

a. the Borrower's failure, within Five (5) days of written notice from the Agent, to cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3, above. and/or

b. the occurrence of any Event of Default, the Agent acting in its own name or in that of the Borrower may (but shall not be required to) act in the Borrower's place and stead and/or in the Lenders' own right in connection therewith.

5. Borrower represents and warrants that:

a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrower.

b. No liens, claims or security interests have been granted in any Mark by the Borrower to any Person other than to the Agent.

6. In order to further secure the Liabilities:

a. The Borrower shall give the Agent written notice (with reasonable detail) within Thirty (30) days following the occurrence of any of the following:

i. The Borrower obtains rights to, and files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

ii. The Borrower becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products in containing the trademarks of others ' the ordinary course o f Borrower's business).

iii. The Borrower enters into any new trademark license agreement or service mark license agreement.

b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6. (a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

c. The Borrower hereby authorizes the Agent to modify this agreement by amending EXHIBIT A to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said EXHIBIT shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Agent, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

8. The Borrower hereby irrevocably constitutes and designates the Agent as and for the Borrower's attorney in fact, effective with and upon the Agent's first exercise (the "**First Exercise**") of such powers following the occurrence of any Event of Default:

a. To exercise any of the rights and powers referenced in Section 3.

b. To execute all and singular such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Agent, but shall be exercisable only following the occurrence of an Event of Default.

9. Any use by the Agent of the Marks as authorized hereunder in connection with the exercise of the Agent's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent to the Borrower. Such use by the Agent shall be permitted only with and upon the First Exercise following the occurrence of an Event of Default.

10. Agent hereby acknowledges that the Borrower shall continue to have the exclusive right, prior to notice from the Agent following the occurrence of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties; provided, however, that Borrower first notifies Agent in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Borrower.

11. Following the payment and satisfaction of all Liabilities, and the termination of any obligation of the Agent to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Agent shall execute and deliver to Borrower all such instruments as the Borrower reasonably may request to release any encumbrance in favor of the Agent created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.

12. The Borrower shall, at the request of the Agent, do any and all acts and execute any and all documents required by the Agent in connection with the protection, preservation, and enforcement of the Agent's rights hereunder.

13. The Borrower shall, upon demand, reimburse the Agent for all costs and expenses incurred by the Agent and the Lenders in the exercise of any rights hereunder (including, without limitation, fees and expenses of counsel).

14. Agent hereby acknowledges that the Borrower shall continue to have the exclusive right, prior to notice from the Agent following the occurrence of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties; *provided, however*, that Borrower first notifies Agent in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Borrower.

15. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default (and in such circumstances, only with and upon the First Exercise).

16. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Agent shall have the same rights with respect to any and all security interests in the Marks granted the Agent to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security

Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

IN WITNESS WHEREOF, the Borrower and the Agent respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

(The "Borrower")
Roberds, Inc.

By: *Michael M. Wilson*

Title: President

(The "Agent")
BankBoston Retail Finance Inc.

By: *[Signature]*

Title: *Managing Director*

THE OF
COUNTY OF SUFFOLK, SS

Then personally appeared before me who acknowledged that such person the duly authorized of Roberds, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 3 day of March, 1999.

Steven M. LaPadula
Notary Public *Steven M. LaPadula*
My Commission Expires: *7/29/99*

THE OF
COUNTY OF SUFFOLK, SS

Then personally appeared before me who acknowledged that such person the duly authorized of BankBoston Retail Finance Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 3 day of March, 1999.

Steven M. LaPadula
Notary Public *Steven M. LaPadula*
My Commission Expires: *7/29/99*

EXHIBIT A

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

TRADEMARK	REGISTRATION NUMBER
DOUBLE THE DIFFERENCE	2,079,036
BACK DOOR SALE	1,924,246
THE BIG ONE	2,122,672
BOTTOM LINE . . . IT COSTS LESS AT ROBERDS	2,066,971
EMPLOYEE PRICE SALE	1,932,687
HOME THEATRE SOLUTIONS AT ROBERDS	75/469.955
ROBERDS GRAND FURNITURE APPLIANCES ELECTRONICS & Design	2,066,985
ROBERDS	1,589,979

Trademark Applications

None