

10-12-1999


 U.S. Department of Commerce
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TRADEMARK


101166589

10-06-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #26

 TRADEMARK FEE PROCESS.
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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) for copy(ies).

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- ☒ New
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Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger ☐ Change of Name
- ☐ Other
- Effective Date
 Month Day Year

Conveying Party
☐ Mark if additional names of conveying parties attached
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- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
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10/08/1999 MTHA11 00000298 200052 2229803

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TRADEMARK
REEL: 001972 FRAME: 0350

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Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

415/398-4700

Name

Murphy, Sheneman, Julian & Rogers

Address (line 1)

Attention: D.Elaine Howard, Legal Assistant

Address (line 2)

101 California Street

Address (line 3)

39th Floor

Address (line 4)

San Francisco, CA 94111

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2,229,803		

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

20-0052

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Christine E. Wilson
D. Elaine Howard, Legal Assistant

Christine E. Wilson
D. Elaine Howard

10/04/99

Name of Person Signing

Signature

Date Signed

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of September 30, 1999, is made by THE GOOD GUYS, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, as administrative agent (in such capacity, "Administrative Agent"), on behalf of the "Lenders", as such term is defined in the Secured Guaranty identified below, with respect to the following facts.

RECITALS

A. Grantor and Administrative Agent are parties to that certain Continuing Guaranty, Pledge and Security Agreement of even date herewith (as the same from time to time may be amended, supplemented or otherwise modified, the "Secured Guaranty"), pursuant to which Grantor has guaranteed the prompt and complete payment, performance and observance of, among other things, all obligations of The Good Guys - California, Inc. ("Borrower") to Lenders arising under that certain Loan and Security Agreement of even date herewith, by and among Borrower and Lenders (collectively, the "Guaranty Obligations").

B. Pursuant to the Secured Guaranty, Grantor has further agreed, among other things, to grant to Administrative Agent, for the ratable benefit of Lenders, a Lien upon all of Grantor's right, title and interest in, to and under all real and personal property of Grantor to secure the prompt and complete payment, performance and observance of all of the Guaranty Obligations.

C. Pursuant to the Secured Guaranty, Grantor is required to execute and deliver this Agreement to Administrative Agent for the ratable benefit of Lenders.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in or pursuant to the Secured Guaranty.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby grants to Administrative Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of its patents and all patent licenses to which Grantor is a party, including those referred to in **Part A** to **Schedule I** hereto;
- (b) all of its trademarks and all trademark licenses to which Grantor is a party, including those referred to in **Part B** to **Schedule I** hereto;
- (c) all of its copyrights and all copyright licenses to which Grantor is a party, including those referred to in **Part C** to **Schedule I** hereto;
- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and general intangibles with respect to the forgoing; and
- (e) all proceeds of the forgoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the forgoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the forgoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement of any patent or patent license, or (B) for past, present or future infringement or dilution of any copyright, copyright license, trademark or trademark license, or (C) for injury to the goodwill associated with any license, patent, trademark or copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the forgoing, upon disposition or otherwise.

3. **Secured Guaranty.** The security interests granted hereby are granted in conjunction with the Guaranty Obligations incurred by Grantor and Parent, and the security interests granted to Administrative Agent, for the ratable benefit of Lenders, pursuant to the Secured Guaranty. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interests in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Secured Guaranty, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

THE GOOD GUYS, INC.

By: Paul Erickson
Name: PAUL N. ERICKSON
Title: CFO

"Administrative Agent"

BANK OF AMERICA, N.A.

By: Stephen King
Stephen KING, Vice President

SCHEDULE 1
(PART A)

PATENTS AND PATENT LICENSES

AS OF THE CLOSING DATE, GRANTOR OWNS NO PATENTS OR PATENT LICENSES

SCHEDULE 1
(PART B)

TRADEMARKS AND TRADEMARK LICENSES

Trademarks Owned By Grantor Prior To and On the Closing Date

<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Reg. or Renewal Date</u>
WOW	2,229,803		03/09/99

SCHEDULE 1
(PART C)

COPYRIGHTS AND COPYRIGHT LICENSES

AS OF THE CLOSING DATE, GRANTOR OWNS
NO COPYRIGHTS OR COPYRIGHT LICENSES