

10-12-1999



D

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



10-06-1999

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

TRADEMARK FEE PROCESS.
RECEIVED

101166580

1999 OCT -6 P 2:00

10-6-99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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. (Designation must be a separate document from Assignment.)

10/08/1999 MTHA11 00000299 200052 75358902 FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 75.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001972 FRAME: 0421

Domestic Representative Name and Address

Enter for the first Receiving Party only.

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)

75/358,902

2,097,179

1,592,492

1,662,037

Number of Properties

Enter the total number of properties involved.

#

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

11500

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

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 - CALIFORNIA, INC., a California 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 Loan Agreement identified below, with respect to the following facts.

RECITALS

A. Grantor, Administrative Agent, Documentation Agent and Lenders are parties to that certain Loan and Security Agreement of even date herewith (as the same from time to time may be amended, supplemented or otherwise modified, the "Loan Agreement"), pursuant to which Lenders have agreed, among other things, to make the Revolving Loans to and to incur the obligations with respect to the Letters of Credit on behalf of Grantor upon the terms and conditions set forth therein.

B. Pursuant to the Loan Agreement, 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 Obligations, as defined in the Loan Agreement.

C. Pursuant to the Loan Agreement, 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 Loan Agreement.

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

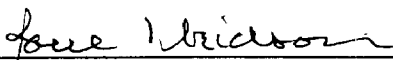
(e) all proceeds of the forgoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the forgoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time 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. **Security Interest.** The security interests granted hereby are granted in conjunction with the Obligations incurred by Grantor, and the security interests granted to Administrative Agent, for the ratable benefit of Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, 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.

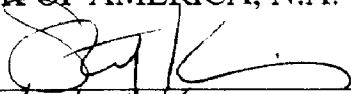
“Grantor”

THE GOOD GUYS - CALIFORNIA, INC.

By: 
Name: PAUL W. ERICKSON
Title: CEO

“Administrative Agent”

BANK OF AMERICA, N.A.

By: 
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

A. Federal Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Reg. or Renewal Date</u>
GOOD IS BETTER	2,097,179		09/16/97
THE GOOD GUYS AUDIO VIDEO EXPOSITION		75/358,902	09/18/97
WOW!	1,592,492		04/17/90
THE WOW! STORE	1,662,037		10/22/91

B. State (California) Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Reg. or Renewal Date</u>
THE GOOD GUYS	55,238		03/06/79
THE GOOD GUYS (stylized letters)	7,714		03/06/79
THE GOOD GUYS (stylized letters)	7,715		03/06/79
THE GOOD GUYS (stylized letters)	7,716		03/06/79

C. Foreign Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Reg. or Renewal Date</u>
GOOD GUYS	Tunisia	EE96.0783		06/28/96

SCHEDULE 1
(PART C)

COPYRIGHTS AND COPYRIGHT LICENSES

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