

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

02-27-2001

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



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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
- Merger Effective Date
Month Day Year
- Change of Name
- Other Transfer Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name Tandy Corporation

Execution Date
Month Day Year
 12291999

Formerly

75513303

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Technology Properties, Inc. (formerly CCC Acquisitions, Inc.)

DBA/AKA/TA

Composed of

Address (line 1) 300 Delaware Avenue

Address (line 2) Suite 516

Address (line 3) Wilmington
City

DE
State/Country

19801
Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

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.)

02/27/2001 GTOM11 00000029 200086 75513303

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 2975.00 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: 002234 FRAME: 0693

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

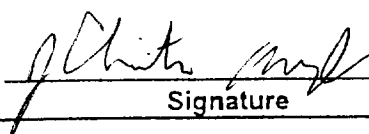
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

J. Christian Angle
Name of Person Signing


Signature

January 19, 2001
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

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Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

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Citizenship State of Incorporation/Organization

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Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

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City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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865670	866277	871202
871670	871671	872919
897736	905416	905792
912690	914982	918471
920588	926724	927328
940776	956515	985815

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Registration Number(s)

<input type="text" value="1005777"/>	<input type="text" value="1016069"/>	<input type="text" value="1018551"/>
<input type="text" value="1080854"/>	<input type="text" value="1081580"/>	<input type="text" value="1112636"/>
<input type="text" value="1114848"/>	<input type="text" value="1115568"/>	<input type="text" value="1119958"/>
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<input type="text" value="1239218"/>	<input type="text" value="1239219"/>	<input type="text" value="1242596"/>

**RECORDATION FORM COVER SHEET
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FORM PTO-1618C
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1248212	1248213	1258372
1272527	1286888	1287962
1292420	1298609	1326662
1338998	1340323	1343971
1344125	1344144	1345846
1367386	1385009	1386609
1395612	1409298	1409972

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1499399	1511629	1530674
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1577571	1579906	1595116
1598408	1606732	1674922
1670630	1695987	1707849

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1709254	1717704	1719982
1749932	1754711	1766601
1779563	1790213	
1918548		1928677
1931233	1932327	1943276
1944707	1951711	
1996333	2009200	

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<input type="text"/>	2079885	2271169
2326710	<input type="text"/>	<input type="text"/>
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TRANSFER AGREEMENT

THIS AGREEMENT, made this 29th day of June 1990, between Tandy Corporation, a Delaware corporation with its principal offices located at 1800 One Tandy Center, Fort Worth, Texas 76102 (hereinafter "TANDY") and CCC Acquisitions, Inc., a Delaware corporation with its principal offices located at 300 Delaware Avenue, Suite 516, Wilmington, Delaware 19801 (hereinafter "CCC").

WHEREAS, CCC desires to acquire certain trademarks and service marks of TANDY and its predecessors in interest and the goodwill associated therewith and to license TANDY to use said marks;

WHEREAS, TANDY desires to begin to establish a centralized location to hold and manage some of its intangible assets and TANDY hereby takes a first step toward this objective by making a capital contribution to CCC of certain service marks and their associated trademarks as provided for by Internal Revenue Code Section 351, through an assignment of said service marks and trademarks and the goodwill associated therewith and TANDY desires to continue to use said trademarks and service marks in its business through a license agreement being entered into with CCC;

WHEREAS, TANDY desires to make a capital contribution to CCC of the issued and outstanding shares of Tandy Properties, Inc., a Texas corporation and wholly owned subsidiary of TANDY, and to transfer as a contribution to capital certain personnel and equipment for use by CCC in the policing and control of the trademarks and service marks by TANDY, its licensees and any other licensees of CCC;

NOW, THEREFORE, in consideration of the premises hereinafter set forth, it is hereby agreed as follows:

- I. TANDY hereby assigns to CCC all of its rights, title and interest in those trademarks and service marks (hereinafter "MARKS"), together with appurtenant goodwill in and for those countries as are identified in Exhibit A, hereto attached.
- II. TANDY further agrees:
 - a. To execute such additional assignment and transfer documents for said MARKS as may be reasonably requested by CCC for purposes of effecting the assignments hereunder and for recording such assignments with governmental agencies;

- b. To enter into the License Agreement, substantially in the form of, but as it may be amended by the parties prior to its execution, attached Exhibit B (the "License Agreement"), within a reasonable time after execution of this Agreement and to make a royalty payment on or before June 30, 1990 for use of the MARKS for the period of July 1, 1990 to September 30, 1990, said royalty payment to be based upon "SALES" made by TANDY during the period March 1, 1990 through May 31, 1990 and at the applicable royalty rates provided for in the License Agreement. "SALES" as used herein shall have the meaning assigned in said License Agreement between CCC and TANDY. TANDY will make quarterly royalty payments to CCC after June 30, 1990 in accordance with the terms of the License Agreement;
- c. To make its in-house legal staff available to CCC for the prosecution of applications, maintenance of registrations, prosecution of claims of infringement against third parties and the defense of any claims of infringement asserted against the MARKS by third parties, at reasonable rates as agreed between the parties from time to time for such services, including expenses, outside counsel fees and reasonable overhead therefor;
- d. To execute stock certificates to transfer all issued and outstanding shares of Tandy Properties, Inc. common stock into the name of CCC and to have said stock certificates transferred to CCC in the shareholder records of Tandy Properties, Inc.;
- e. To transfer personnel and equipment to CCC as a contribution to capital, within a reasonable time hereafter, for its use in controlling and policing use of the trademarks and service marks which CCC may own or hereafter acquire and license to any user;
- f. To transfer upon request all files and other documents in the possession or control of Tandy or copies thereof (at CCC's expense) relative to the selection of trademarks and service marks, prosecution of applications therefor, and the maintenance and enforcement of all registrations and common law rights therein;

- g. To notify CCC of all due dates for renewals, use requirements and of other obligations that may affect the validity or enforcement of any rights herein transferred, in sufficient time for CCC to determine its interest, and in the absence of instructions from CCC but at no expense to TANDY, to maintain in full force and effect all trademark and service mark rights herein transferred by payment of all fees, annuities, taxes and the like and to continue prosecution of all pending or new applications; and
- h. To maintain all docket, records, and computer programs for controlling trademark and service mark maintenance as well as applications and registrations therefor, at CCC's cost and expense, and to make such records and all data and data base information available to CCC for review, at TANDY's corporate offices during normal business hours, or to make hard copy printouts for CCC upon request.

III. CCC agrees:

- a. To pay all expenses and fees, including attorney's fees, for preparation of all documents to assign the MARKS and for the recording thereof as well as for any related recordings;
- b. To pay all expenses and fees, including attorney's fees, for the preparation and filing of registered user applications and the registration thereof, or for the required recording of licensees and the like in any of the foreign countries or the United States in which the MARKS are registered and used by TANDY;
- c. That TANDY may continue to prosecute all presently pending applications for MARKS and that TANDY is to continue to supervise all enforcement actions involving MARKS against third parties, arising prior to the date hereof, through to judgment or other resolution as may reasonably be necessary to protect the interests of CCC and TANDY, including the obtaining of assignments where necessary and the later assignment to CCC. Any such prosecution and/or supervision shall be subject to the control and supervision of CCC and any trademarks or service marks acquired by assignment shall be promptly assigned to CCC. For further requirements as to the rights of TANDY and CCC with regards to these and other related matters reference is hereby made to the License Agreement to be executed by the parties as provided for herein;

- d. To pay TANDY reasonable fees for use of its legal staff for any services rendered and expenses related thereto in the prosecution of applications involving MARKS and for the handling or supervision of any enforcement actions involving MARKS hereunder, as TANDY has the expertise and knowledge from previously handling enforcement and prosecution actions involving MARKS;
- e. To pay all sales, transfer and other taxes which may be associated with the transfer of any assets pursuant hereto; and
- f. To execute a License Agreement with TANDY to allow it to use the MARKS at approximately the time TANDY first executes any assignment document involving any of the MARKS.

IV. Representations and Warranties

- a. TANDY represents, warrants and agrees:
 - 1. That both TANDY and Tandy Properties, Inc. have been duly organized and are now validly existing under the laws of the States of Delaware and Texas, respectively, and each has the corporate power to own its property and to carry on its business as now being conducted. That TANDY has full corporate power and authority to enter into this Agreement which, when executed and delivered, will constitute the valid and binding obligation (limited, however, to the express representations and warranties of this section) of TANDY enforceable in accordance with its terms.
 - 2. That as of the date hereof TANDY has a good faith belief, based on information provided to it from time to time by counsel, that it has good and marketable title to the MARKS, except as previously disclosed to CCC, and that there are no pending or threatened actions, suits or proceedings which could adversely impair the value of the MARKS or challenge the validity or ownership thereof except as may be set forth in any claim file related to the MARKS, said claim files being listed on Exhibit C or as indicated in the report on MARKS attached as Exhibit D. Notwithstanding the representations and warranties in the previous sentence, TANDY expressly does not represent that the attached Exhibit A is accurate

and complete or that liens or encumbrances do not in fact exist, it being TANDY's sole representation and warranty that it has only such personal knowledge as appears in the files listed on Exhibit C or the report attached as Exhibit D;

3. That in the event that liens, claims, challenges, abandonments, defects or encumbrances exist that are unknown to TANDY, TANDY will make every reasonable effort in cooperation with CCC, to remove, advise CCC of or resolve such defects prior and subsequent to the date of this Agreement; and
 4. That if in the course of TANDY's activities by maintaining or enforcing MARKS pursuant to this Transfer Agreement, a substantial conflict arises between the interests of TANDY and CCC, TANDY shall promptly call the conflict to the attention of CCC.
- b. CCC represents, warrants and agrees that CCC is duly organized and is validly existing under the laws of the State of Delaware and has full corporate power and authority to enter into this Agreement which, when executed and delivered, will constitute the valid and binding obligation of CCC enforceable in accordance with its terms.

V. Post Effective Date Actions

TANDY further agrees to execute after the effective date such additional documents as may be reasonably required, without further compensation, but at no expense to TANDY, to perfect the assignment herein contemplated, including any additional trademark or service mark registrations and/or applications that should have been included in Exhibit A, whether or not subsequently discovered, as well as any additional assignment documents.

VI. Non-Compete

TANDY agrees that it will not use the trademarks or service marks in Exhibit A in any country listed in the License Agreement after the effective date hereof except as permitted by the License Agreement entered into as provided herein.

VII. Costs

CCC covenants and agrees to pay costs and expenses of the performance of and compliance with all transactions contemplated by this Agreement including but not limited to all taxes, including value added taxes and recording fees, other than income taxes assessable by the United States or any other governmental entity that may arise as a result of the assignment contemplated by this Agreement.

VIII. Indemnification

TANDY hereby agrees to indemnify, defend and hold CCC harmless from, against and in respect of (and shall on demand reimburse CCC for);

- a. any and all damages and costs whatsoever, including actual attorneys' fees, arising from any actions, causes of action, claims and/or demands made by anyone regarding products sold or distributed by TANDY bearing the MARKS prior to the effective date hereof; and
- b. any and all loss, liability or damage suffered or incurred by CCC by reason of any untrue representation, breach of warranty or non-fulfillment of any covenant or agreement by TANDY contained herein, including any adverse claim to the MARKS known to TANDY, and not disclosed to CCC through Exhibits B or C, based upon events occurring prior to the transfer of the MARKS.

IX. Notice

Any notice required or permitted hereunder or under the License Agreement shall be in writing and shall be sufficiently given if personally delivered or mailed by certified or registered mail, return receipt requested, addressed as follows:

If to CCC: CCC Acquisitions, Inc.
 c/o The Corporation Trust Company
 1209 Orange Street
 Wilmington, Delaware 19801

If to TANDY: Tandy Corporation
 1800 One Tandy Center
 Fort Worth, Texas 76102
 Attention: General Counsel

(or to such other address as any party shall specify in a written notice so given), and shall be deemed to have been delivered as of the date so personally delivered or mailed.

X. Binding Effect; Benefits

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, executors, administrators and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XI. Entire Agreement

This Agreement, together with the Exhibits and other documents contemplated hereby, constitutes the final written expression of all of the agreements between the parties, and is a complete and exclusive statement of those terms. It supersedes all understandings and negotiations concerning the matters specified herein. Any representations, promises, warranties or statements made by any party that differ in any way from the terms of this written Agreement and the Exhibits and other documents contemplated hereby, shall be given no force or effect. The parties specifically represent, each to the other, that there are no additional or supplemental agreements between them related in any way to the matters herein contained unless specifically included or referred to herein. No addition to or modification of any provision of this Agreement shall be binding upon any party unless made in writing and signed by an officer of both parties.

XII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIII. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

XIV. Headings

Headings of the Articles and Sections of this Agreement are for the convenience of the parties only and shall be given no substantive or interpretive effect whatsoever.

XV. Merger of Documents

This Agreement and all agreements and documents contemplated hereby constitute one agreement and are interdependent upon each other in all respects.

XVI. Incorporation of Exhibits

All Exhibits attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

XVII. Severability

If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other cases or of rendering any of the provisions of this Agreement inoperative, unenforceable or invalid.

XVIII. Assignability

Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the parties hereto, with the exception that either party may assign any of their rights hereunder, in whole or in part, to a subsidiary provided it gives the other party notice of said assignment.

IN WITNESS WHEREOF the parties have hereunto set their hands effective as of the date first written above.

TANDY CORPORATION

CCC ACQUISITIONS, INC.

BY:

John V. Reed

BY:

Harold Pylander

TITLE: President

TITLE: President

MARK	CLASS	REG. DATE	APP. / REG. NO.	COUNTRY/STATE
AUTO SHACK	07		73/232651	USA
AUTO SHACK	42		73/232652	USA
AUTO SHACK	11		73/346718	USA
AUTO SHACK	09, 12, 17		73/346719	USA
AUTO SHACK	21		73/346720	USA
AUTO SHACK	08		73/346722	USA
AUTO SHACK	09		73/346723	USA
AUTO SHACK	42		73/346724	USA
AUTO SHACK	42		73/346725	USA
AUTO SHACK AND DESIGN	12		73/232635	USA
MAKE RADIO SHACK YOUR TELEPHONE COMPANY	42	85/08/06	1353351	USA
MCDUFF	42	79/02/06	1112938	USA
MCDUFF ELECT & APPL LOGO	42	90/04/03	1590273	USA
MCDUFF ELECTRONICS APPL	42	86/12/16	1421538	USA
MCDUFF ELECTRONICS MAN	35	88/01/05	1471759	USA
MCDUFF ELECTRONICS MAN	35	88/01/05	1471760	USA
MCDUFF PURCHASE POWER PRO	36	87/11/03	1463872	USA
MOVIE SHACK	42			USA
R/S/ CC ANSWERS (RADIO SHACK COMPUTER CENTER ANSWERS)	16	85/08/13	1353988	USA
RADIO SHACK	09	60/11/08	706962	USA
RADIO SHACK	09	78/10/17	1104245	USA

EXHIBIT A

MARK	CLASS	REG. DATE	APP./ REG. NO.	COUNTRY/STATE
RADIO SHACK	09	85/06/04	1338991	USA
RADIO SHACK	09	88/09/27	1505688	USA
RADIO SHACK	16	78/01/03	1080989	USA
RADIO SHACK	21	59/06/02	679519	USA
RADIO SHACK	25	78/12/26	1110087	USA
RADIO SHACK	28	77/09/06	1072798	USA
RADIO SHACK	28	80/06/10	1136920	USA
RADIO SHACK	28	89/11/28	1568597	USA
RADIO SHACK	35	79/10/23	1126234	USA
RADIO SHACK	37	61/03/07	712290	USA
RADIO SHACK	41	85/08/20	1355845	USA
RADIO SHACK	42	65/09/28	796908	USA
RADIO SHACK	42	75/04/01	1008073	USA
RADIO SHACK	42		74/053429	USA
RADIO SHACK COMPUTER CTR	M	85/08/20	1355806	USA
RADIO SHACK TELEPHONE CTR	42	85/11/12	1370547	USA
RADIO SHACK TRS	09	80/09/02	1139189	USA
RADIO SHACK TRS-80	16	80/09/02	1139229	USA
RS AMERICA'S TECH ST & DESIGN				USA
RS AMERICA'S TECH STORE				USA
RSVP	36	90/08/28	1611522	USA
SATELLITE SHACK	09	87/06/02	1441056	USA
SATELLITE SHACK	42			USA
SHACK	42	78/12/05	1108264	USA
SHACK	42		74/053427	USA

EXHIBIT A

MARK	CLASS	REG. DATE	APP. / REG. NO.	COUNTRY/STATE
SOUND SHACK	42		74/033683	USA
STEREO SHACK	42		74/024268	USA
THE FAMOUS MCDUFF	42	72/07/25	939140	USA
THE SHACK	35	68/06/18	851206	USA
THE SHACK	42			USA
TRIPLE-TUFF	42	88/02/02	1475459	USA
TRS & DESIGN	09	74/10/08	995202	USA
TRS & DESIGN	09	75/03/25	1007598	USA
TRS & DESIGN	09	78/12/19	1109229	USA
TRS & DESIGN	09	85/06/18	1342170	USA
TRS & DESIGN	09	89/04/11	1534077	USA
TRS-80	09	81/03/24	1148739	USA
TRSDOS	09	82/08/17	1205222	USA
VIDEO CONCEPTS	42	81/03/24	1149191	USA
VIDEO SHACK	42	85/12/03	1374289	USA

EXHIBIT A

MARK	CLASS	REG. DATE	APP./ REG. NO.	COUNTRY/STATE
RADIO SHACK	100			USA/OKLAHOMA
RADIO SHACK	100	82/00/00	112772-82	USA/OREGON
RADIO SHACK	100			USA/PENNSYLVANI
RADIO SHACK	100			USA/RHODE ISL.
RADIO SHACK	100			USA/TENNESSEE
RADIO SHACK	100	77/10/28	27387/06	USA/TEXAS
RADIO SHACK	10	85/04/09	27441	USA/UTAH
RADIO SHACK	100			USA/UTAH
RADIO SHACK	100	90/05/15	4659	USA/VERMONT
RADIO SHACK	100			USA/VIRGINIA
RADIO SHACK	100			USA/W. VIRGINIA
RADIO SHACK	100			USA/WASHINGTON
RADIO SHACK	100			USA/WISCONSIN
RADIO SHACK	100			USA/WYOMING
SHACK		85/08/09	27440	USA/UTAH
SOUND SHACK	50	82/09/28	927827	USA/FLORIDA
SOUND SHACK	42	90/02/15	90071801	USA/PENN.
STEREO SHACK	42	90/01/16	090020346	USA/PENN.
STEREO SHACK	100	90/01/22		USA/VIRGINIA
VIDEO SHACK	09	81/07/08	4924	USA/CONNECTICUT
VIDEO SHACK		81/07/09		USA/NEW JERSEY
VIDEO SHACK	100	81/07/17	6286	USA/NEW YORK
VIDEO SHACK	10	81/07/09	8149	USA/PENN.

EXHIBIT A

MARK	CLASS	REG. DATE	APP. / REG. NO.	COUNTRY/STATE
MOVIE SHACK	10	87/12/16	21605	USA/OKLAHOMA
RADIO SHACK	100			USA/ARIZONA
RADIO SHACK	100			USA/CALIFORNIA
RADIO SHACK	100			USA/COLORADO
RADIO SHACK	100			USA/CONNECTICUT
RADIO SHACK	100			USA/DELAWARE
RADIO SHACK	100			USA/FLORIDA
RADIO SHACK	100			USA/GEORGIA
RADIO SHACK	100			USA/HAWAII
RADIO SHACK	100			USA/IDAHO
RADIO SHACK	100			USA/ILLINOIS
RADIO SHACK	100			USA/INDIANA
RADIO SHACK	100			USA/IOWA
RADIO SHACK	100			USA/KANSAS
RADIO SHACK	100			USA/KENTUCKY
RADIO SHACK	100			USA/LOUISIANA
RADIO SHACK	100			USA/MAINE
RADIO SHACK	100			USA/MICHIGAN
RADIO SHACK	100			USA/MINNESOTA
RADIO SHACK	100			USA/MISSOURI
RADIO SHACK	100			USA/N. DAKOTA
RADIO SHACK	100			USA/NEBRASKA
RADIO SHACK	100			USA/NEVADA
RADIO SHACK	100			USA/NEW HAMPSHI
RADIO SHACK	100			USA/NEW JERSEY
RADIO SHACK	100			USA/NEW MEXICO
RADIO SHACK	100			USA/NORTH CAROL
RADIO SHACK		78/01/17	47298	USA/OHIO

EXHIBIT A

MARK	CLASS	REG. DATE	APP./ REG. NO.	COUNTRY/STATE
VIDEOCONCEPTS	100			USA/ALABAMA
VIDEOCONCEPTS	100			USA/ARIZONA
VIDEOCONCEPTS	100			USA/CALIFORNIA
VIDEOCONCEPTS	100			USA/COLORADO
VIDEOCONCEPTS	100			USA/FLORIDA
VIDEOCONCEPTS	100			USA/GEORGIA
VIDEOCONCEPTS	100			USA/ILLINOIS
VIDEOCONCEPTS	100			USA/INDIANA
VIDEOCONCEPTS	100			USA/KANSAS
VIDEOCONCEPTS	100			USA/LOUISIANA
VIDEOCONCEPTS	100			USA/MARYLAND
VIDEOCONCEPTS	100			USA/MINNESOTA
VIDEOCONCEPTS	100			USA/MISSISSIPPI
VIDEOCONCEPTS	100			USA/MISSOURI
VIDEOCONCEPTS	100			USA/NEW MEXICO
VIDEOCONCEPTS	100			USA/OHIO
VIDEOCONCEPTS	100			USA/OKLAHOMA
VIDEOCONCEPTS	100			USA/OREGON
VIDEOCONCEPTS	100			USA/PENN.
VIDEOCONCEPTS	100			USA/S. CAROLINA
VIDEOCONCEPTS	100			USA/TENNESSEE
VIDEOCONCEPTS	100			USA/TEXAS
VIDEOCONCEPTS	100			USA/UTAH
VIDEOCONCEPTS	100			USA/VIRGINIA
VIDEOCONCEPTS	100			USA/WASHINGTON
VIDEOCONCEPTS	100			USA/WYOMING

EQUIPITA

MARK	CLASS	REG. DATE	REG. NO.	COUNTRY/STATE
RADIO SHACK	09		29186	PUERTO RICO
RADIO SHACK	22		29185	PUERTO RICO
RADIO SHACK	28			PUERTO RICO
RADIO SHACK	SR	75/04/01	6289	PUERTO RICO
THE SHACK	SR	68/06/18	7248	PUERTO RICO
VIDEO SHACK				PUERTO RICO

EXHIBIT A

MARK

RADIO SHACK

CLASS

REG. DATE

REG. NO.
796908

COUNTRY/STATE
VIRGIN ISLANDS

EXHIBIT A

MARK	CLASS	REG. DATE	REG. NO.	COUNTRY/STATE
RADIO SHACK	09	76/10/14	28939	PANAMA
RADIO SHACK	36	76/11/09	21029	PANAMA
THE SHACK	50	78/08/28	1182	PANAMA

EXHIBIT A

MARK	CLASS	REG. DATE	REG. NO.	COUNTRY/STATE
RADIO SHACK	09	87/10/29	52658	ISRAEL
RADIO SHACK	35		52659	ISRAEL

EXHIBIT A

MARK	CLASS	REG. DATE	REG. NO.	COUNTRY/STATE
RADIO SHACK	29	78/03/08	C-34477	BOLIVIA
RADIO SHACK	38	77/12/19	34253	BOLIVIA

MARK
RADIO SHACK
3

CLASS	REG. DATE	REG. NO.	COUNTRY/STATE
09	81/08/10	40458	PERU

State of Delaware



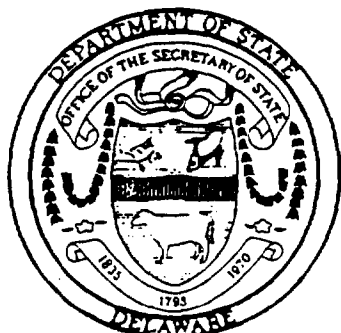
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EVEL
RECORD

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF CCC ACQUISITIONS, INC. FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF AUGUST, A.D. 1990, AT 3:10 O'CLOCK P.M.

|||||



902395287

Michael Harkins

Michael Harkins, Secretary of State

12773234

AUTHENTICATION:

DATE:

08/27/1990

3/ 27437
TRADEMARK

REEL: 002234 FRAME: 0721

3X1057PG0789

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:10 PM 08/27/1990
902395287 - 2114065

CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION
OF
CCC ACQUISITIONS, INC.

CCC Acquisitions, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That by written consent in lieu of a meeting of the Board of Directors of CCC Acquisitions, Inc. a resolution was duly adopted setting forth a proposed amendment of the Certificate of Incorporation of the corporation, declaring said amendment to be advisable. The resolution setting forth the proposed amendment is as follows:

RESOLVED, That the Certificate of Incorporation be amended by changing Article I thereof, so that, as amended, said Article I shall be as follows:

"The name of the corporation is Technology Properties, Inc."

SECOND: That thereafter, by written consent in lieu of a meeting of stockholder, pursuant to Section 228(a) of the General Corporation Law of the State of Delaware and Section 2.09 of the Bylaws of the Corporation, the sole stockholder of the corporation consented to the resolution.

THIRD: That said amendment was duly adopted in accordance the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

TRADEMARK
REEL: 002234 FRAME: 0722

IN WITNESS WHEREOF, CCC Acquisitions, Inc. has caused this certificate to be signed by Rudolph L. Ennis, its Vice President, and attested by Ray W. Hill, its Assistant Secretary, this 23rd day of August, 1990.

By: Rudolph L. Ennis
Rudolph L. Ennis
Vice President

ATTEST:

Ray W. Hill
Ray W. Hill
Assistant Secretary

167/90-385.1
08/23/90cc

AMENDMENT TO TRANSFER AGREEMENT

The Transfer Agreement entered into June 29, 1990, between Tandy Corporation, a Delaware corporation located at 1800 One Tandy Center, Fort Worth, Tarrant County, Texas 76102 and Technology Properties, Inc. (formerly CCC Acquisitions, Inc.), a Delaware corporation with its principal offices located at 300 Delaware Avenue, Suite 516, Wilmington, Delaware 19801 is hereby amended as specified below;

As permitted by Section II & V of the Transfer Agreement, Exhibit A, the list of LICENSED MARKS, is amended and restated to include all the LICENSE MARKS listed in the Amended Exhibit A attached hereto.

Sections I & VI of the Transfer Agreement are amended and restated to allow use of the trademarks and service marks throughout the world.

In witness the parties have executed this Amendment to Transfer Agreement at Fort Worth, Tarrant County, Texas effective as of the 29th day of December 1999.

TANDY CORPORATION

TECHNOLOGY PROPERTIES, INC.

By: David Christopher
David Christopher
Executive Vice President

By: Randolph C. Morris
Randolph C. Morris
President

**JURAT FOR
AMENDMENT TO TRANSFER AGREEMENT
BETWEEN TANDY CORPORATION AND TECHNOLOGY PROPERTIES, INC.
DATED DECEMBER 29, 1999**

**State of Texas
County of Tarrant**

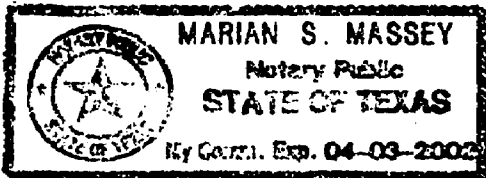
This instrument was acknowledged before me on December 29, 1999 by David Christopher, Executive Vice President of Tandy Corporation, a Delaware corporation, on behalf of said corporation



Marian S. Massey

**State of Texas
County of Tarrant**

This instrument was acknowledged before me on December 29, 1999 by Randolph Morris, President of Technology Properties, Inc., a Delaware corporation, on behalf of said corporation



Marian S. Massey