

12-04-2001



031448/076666

101907672

To the Honorable Commission

the attached original documents or copy thereof.

11.29.01

1. Name of conveying party(ies):
NEA DELAWARE, INC.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **June 29, 2001**

2. Name and address of receiving party(ies)

Name: **FLEET NATIONAL BANK**
Internal Address:
Address: **Attention: Mr. Michael J. Bassick**

Street Address: **100 Federal Street**
City: **Boston** State: **MA** Zip: **02110**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **National Banking Association**

If assigned is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See SCHEDULE II: Trademarks (page 18)

Additional number(s) attached Yes No

B. Trademark Application No.(s)

 Yes No

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

Name: **Marie M. Nuguid, Senior Legal Assistant**
Internal Address:
12/04/2001 TBIAZ1 00000027 78050469

01 FC:481 40.00 DP
02 FC:482 425.00 DP

Street Address: **Goodwin Procter LLP**
Exchange Place, 53 State Street
City: **Boston** State: **MA** Zip: **02109-2881**

6. Total number of applications and registrations involved: **18**

7. Total fee (37 CFR 3.41) **\$465.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **07-1700**
(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.

Marie M. Nuguid, Senior Legal Asst
Name of Person signing

Marie M. Nuguid
Signature

November 29, 2001
Date

Total number of pages include cover sheet, attachments, and document: **21 pages**
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Schedule II: Trademarks

Each of the following marks are owned by NEA Delaware, Inc.

	<u>Mark</u>	<u>Serial #</u>	<u>Registration No.</u>	<u>Appl. Filing Date</u>	<u>Comments</u>
1	Picture Perfect	78/050469	Pending	02/27/01	
2	Tweeter Center for the Performing Arts (Typed, 25)	76/189460	Pending	12/26/00	
3	Tweeter Center for the Performing Arts and Design (Stylized, 41)	76/189454	Pending	12/26/00	
4	Tweeter Center (ITU, 25)	76,189459	Pending	12/26/00	
5	Tweeter Center for the Performing Arts and Design (Typed, 41)	76,189473	Pending	12/26/00	
6	Tweeter Center for the Performing Arts (Typed, 41)	76/189455	Pending	12/26/00	
7	Tweeter Center and Design (ITU, 41)	76/189462	Pending	12/26/00	
8	AV I.D. Member	78/030852	Pending	10/16/00	
9	Tweeter Center and Design (ITU, 25)	76/189461	Pending	12/26/00	
10	Slamfest	76/216722	Pending	02/28/01	
11	Tweeter Center (Typewritten, 41)	76/189463	Pending	12/26/00	
12	Tweeter, Etc. and Design	75/189359	2,097,801	10/29/96	
13	Bryn Mawr Stereo	74/20876	1,719,134	10/02/91	
14	"The Place for Bass" and Design	75/254710	2,165,512	03/10/97	Assigned from New England Audio Co., Inc.
15	Wise Buys	75/287673	2,165,708	05/06/97	
16	Audio-Video and a Boatload of Know-How	75/39966	2,201,505	12/03/97	Assigned from New England Audio Co., Inc.
17	Dow	75/07463	2,087,162	03/20/96	Assigned from Tweeter of California, Inc.
18	Dow Stereo/Video	73/715416	1,514,130	03/07/88	Assigned from Tweeter of California, Inc.

State Registrations

Dow		046832	03/20/96	California State Registration
Dow Stereo/Video		046831	03/20/96	California State Registration

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of June 29, 2001, made by NEW ENGLAND AUDIO CO., INC., a Massachusetts corporation ("New England Audio") and NEA DELAWARE, INC., a Delaware corporation ("NEA Delaware") (each of New England Audio and NEA Delaware are referred to herein collectively as the "Grantor") for the benefit of Fleet National Bank, a national banking association, as agent (the "Agent") for itself and the other lenders which are, or may in the future become party to the Credit Agreement (as defined below), the "Grantee").

WHEREAS, the Grantor, as borrowers, have entered into a Credit Agreement, dated as of June 29, 2001 (as amended, modified or supplemented from time to time, the "Credit Agreement") with Tweeter Home Entertainment Group, Inc., a Delaware corporation, Tweeter Home Entertainment Group Financing Company Trust, a Massachusetts business trust, THEG USA, L.P., a Delaware limited partnership, Tweeter of California, Inc., a California corporation, TWT Acquisition Corp., a Florida corporation, and The Video Scene Inc., a California corporation, as guarantors, the Agent and the other lenders parties thereto (the "Lenders"), pursuant to which the Lenders have agreed to make Revolving Credit Advances (as defined in the Credit Agreement) to wholly-owned subsidiaries or affiliates of the Grantor, upon the terms and subject to the conditions contained therein; and

WHEREAS, in connection with the granting of the credits under the Credit Agreement and as security for all of the Lender Obligations, including without limitation the obligations of the Grantor, as guarantors, under the Credit Agreement, the Agent is requiring the Grantor to execute and deliver this Intellectual Property Security Agreement and grant the security interest contemplated hereby.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security. The Grantor hereby grants and pledges to the Grantee for its benefit a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

- (a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell or advertise for sale the same, (ii) the right to sue or otherwise recover for any infringements or misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all

improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, including, without limitation, the copyrights in each original work of authorship identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all trade secrets, including, (i) the right to use or license the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Trade Secrets");

(e) all license agreements with any other Person in connection with any of the Patents, Trademarks, Copyrights or Trade Secrets, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof and any right to prepare for sale, sell and advertise for sale,

now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses" and each a "License"); and

(f) all proceeds of any of the foregoing Patents, Trademarks, Copyrights, Trade Secrets and Licenses, including, without limitation, any claims by any Guarantor against third parties for infringement of the Patents, Trademarks, Copyrights, Trade Secrets or Licenses.

Section 2. Security for Lender Obligations. This Agreement secures the payment of all Lender Obligations of the Borrowers to the Agent, on behalf of the Lenders, now or hereafter existing under the Credit Agreement and all other documents or agreements executed in connection therewith, whether for principal, interest, fees, expenses or otherwise (the "Secured Obligations").

Section 3. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Grantee of any of the rights or remedies hereunder shall not release the Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) the Grantee shall have no obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Grantee be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Representations and Warranties. The Grantor represents and warrants as follows:

(a) the Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by such Grantor free and clear of any lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Credit Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing the Grantor or any of its Subsidiaries or any trade name of the Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Grantee or as provided under the Lender Agreements, as such term is defined in the Credit Agreement.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by the Grantor. Set forth in Schedule II is a complete and accurate list of all trademarks, service marks, trade names and trade dress, all trademark and service mark registrations and all trademark and service mark applications owned by the Grantor. Set forth in Schedule III is a complete and accurate list of all registered copyrights and copyrightable works of authorship owned by the Grantor. Set forth in Schedule IV is a complete and accurate list of all Licenses in which the Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. The Grantor has made all necessary filings and recordations to protect and maintain its interest in the

patents, patent applications, trademark and service mark registrations, trademark and service mark applications, and Licenses set forth in Schedules I, II, and IV hereto. With respect to the Trade Secrets, Grantor has taken all steps reasonably necessary to maintain the secrecy of such trade secrets.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright of the Grantor set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of the Grantor identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. The Grantor is not aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) The Grantor has not made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. The Grantor has not granted any License (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) The Grantor has used reasonable efforts to use proper statutory notice in connection with its use of each patent, registered trademark and service mark and copyright contained in Schedule I, II or III.

(f) This Agreement creates in favor of the Grantee a valid and perfected first and only priority security interest in the Intellectual Property Collateral of the Grantor, securing the payment of the Secured Obligations except as provided under the Credit Agreement.

(g) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each registered copyright of the Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Grantee of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(h) There are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) No claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by the Grantor of any Intellectual Property Collateral does or may violate the rights of any Person. To the best of the Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral.

(j) The Grantor has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and has taken all necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

Section 5. Further Assurances.

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Grantee reasonably believes may be necessary or desirable, or that the Grantee may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Grantee to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, the Grantor will, upon the reasonable request of the Grantee, with respect to the Intellectual Property Collateral owned by such Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Grantee may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) The Grantor hereby authorizes the Grantee to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Grantee from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Grantee may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, work of authorship or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, work of authorship or License will automatically become part of the

Intellectual Property Collateral. With respect to any copyright or work of authorship which is not now owned by Grantor, but in which Grantor obtains an ownership interest, or is created by or for the Grantor, Grantor shall, if necessary or desirable based upon the Grantor's reasonable business judgment immediately register such copyright with the United States Copyright Office, along with such documentation necessary to evidence Grantee's security interest in such copyright. The Grantor further agrees that it shall deliver to the Grantee a written report, in reasonable detail, upon Grantee's request but not more than annually, setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application, copyright of License that such Grantor has filed, acquired, created or otherwise obtained in the preceding six month reporting period. The Grantor authorizes the Grantee to modify this Agreement by amending Schedules I, II, III, and IV hereto (and shall cooperate with the Grantee in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright, work of authorship or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright or work of authorship set forth in Schedule I, II or III hereto, the Grantor agrees to take all necessary or desirable steps based upon the Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright, or work of authorship to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright or trade secret now or hereafter included in the Intellectual Property Collateral except in the exercise of the Grantor's reasonable business judgment.

(f) The Grantor agrees to notify the Grantee promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned, dedicated to the public, entered the public domain, or, in the case of a trade secret, has been publicly disclosed so that it would no longer be deemed to be a trade secret; (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any adverse determination.

(g) In the event that the Grantor makes a determination in its reasonable business judgment that any item of the Intellectual Property Collateral has been infringed or misappropriated by a third party, the Grantor shall promptly notify the Grantee and will take such actions as the Grantor or the Grantee deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

(h) The Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III.

(i) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

Section 6. Transfers and Other Liens. The Grantor agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to, any of the Intellectual Property Collateral except to an affiliate with prompt written notice thereof to the Agent, or (ii) create or suffer to exist any lien upon or with respect to any of the Intellectual Property Collateral except for the pledge and security interest created by this Agreement.

Section 7. The Grantee Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Grantee's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon fifteen (15) days' notice to such Grantor to take any action and to execute any instrument that the Grantee may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Grantee may deem necessary or desirable to enforce the rights of the Grantee with respect to any of the Intellectual Property Collateral.

Section 8. The Grantee May Perform. If the Grantor fails to perform any agreement contained herein, the Grantee may itself, upon fifteen (15) days' notice to said Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Grantee incurred in connection therewith shall be borne by said Grantor.

Section 9. The Grantee's Duties. The powers conferred on the Grantee hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Grantee shall have no duty as to any Intellectual Property Collateral, whether or not the Grantee has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Grantee shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Grantee accords its own property.

Section 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Grantee may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any Other Document or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the Commonwealth of Massachusetts at such time (the "Massachusetts Uniform Commercial Code") (whether or not the Massachusetts Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Grantee forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Grantee and make them available to the Grantee at a place and time to be designated by the Grantee; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Grantee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Grantee may deem commercially reasonable; and (iii) occupy any premises owned or leased by the Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to the Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and the Grantor will supply to the Grantee or its designee the Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, the Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Grantee shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Grantee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Grantee in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Grantee, be held by the Grantee as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Grantee pursuant to Section 11(b)), in whole or in part, by the Grantee, for its benefit against all or any part of the Secured Obligations in such order as the Credit Agreement may require and otherwise as the Grantee may elect. Any surplus of such cash or cash proceeds held by the Grantee and remaining after payment in full of all of the Secured Obligations shall be paid over to the Grantor or to whomever may be lawfully entitled to receive such surplus.

(c) The Grantee may exercise any and all rights and remedies of the Grantor in respect of the Intellectual Property Collateral.

(d) All payments received by the Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Grantee, shall be segregated from other funds of the Grantor and shall be forthwith paid over to the Grantee in the same form as so received (with any necessary or desirable endorsement or assignment).

Section 11. Indemnity and Expenses.

(a) The Grantor hereby agrees to indemnify the Grantee from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Grantee's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Grantor will, upon demand, pay to the Grantee the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and Grantee, that the Grantee may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Grantee hereunder or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

Section 12. Security Interest Absolute. The obligations of the Grantor under this Agreement are independent of the Lender Obligations, and a separate action or actions may be brought and prosecuted against the Grantor to enforce this Agreement, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. All rights of the Grantee and the pledge and security interest created hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Other Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Lender Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Other Document, including, without limitation, any increase in the Lender Obligations resulting

from the extension of additional credit to the Borrower or any Guarantor or any of their Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Lender Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Lender Obligations, or any manner of sale or other disposition of any collateral for all or any of the Lender Obligations or any other assets of the Borrower, the Grantor, any Guarantor or any of their Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrower, the Grantor, any Guarantor or any of their Subsidiaries; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Grantor or a third party grantor of a security interest.

Section 13. Amendments, Waivers, Supplements, Etc.

(a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee and the Grantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Grantee to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor and each reference in any Other Document to a "Grantor" shall also mean and be a reference to such Additional Grantor, and (ii) the annexes attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV, as appropriate, hereto and the Grantee may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

Section 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication) and mailed, telegraphed, telecopied, telexed or delivered, if to the Grantor, addressed to it at the address set forth below; if to any Additional Grantor, addressed to it at the address set forth below its name on the signature page to the Intellectual Property Security Agreement Supplement executed and delivered by such Additional Grantor; if to the Grantee, addressed to it at its address set forth below; or, as to each other party, at such other address as shall be designated by such party in a written notice to the Grantor and the Grantee.

To the Grantor: Tweeter Home Entertainment Group, Inc.
10 Pequot Road
Pequot Industrial Park
Canton, MA 02021
Attention: Mr. Joseph McGuire
Telefax Number: (617) 821-9956

With copies to: Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Attention: Daniel Avery, Esq.
Telefax Number: (617) 574-4112

To the Grantee: Fleet National Bank
100 Federal Street
Boston, MA 02110
Attention: Mr. Michael J. Bassick
Telefax Number: (617) 434-8102

With copies to: Goodwin Procter LLP
Exchange Place
Boston, MA 02109
Attention: E. Matson Sibble, Jr., P.C.
Telefax Number: (617) 523-1231

All such notices and communications shall, when mailed by certified mail, return receipt requested, telegraphed, telecopied or telexed, be effective three (3) days after mailing, upon delivery to the telegraph company, upon transmission by telecopier or upon confirmation by telex answerback, respectively, addressed as aforesaid. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

Section 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall remain in full force and effect until the indefeasible payment in full in cash of all of the Secured Obligations and be binding upon the Grantor, its successors and assigns.

Section 16. Release and Termination. Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Lender Agreements, the Grantee will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default shall have occurred and be continuing or result therefrom; (ii) the Grantor shall have delivered to the Grantee, at least fifteen (15) Business Days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection

therewith together with a form of release for execution by the Grantee and a certification by the Grantor to the effect that the transaction is in compliance with the Documents and as to such other matters as the Grantee may request; and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with the Credit Agreement.

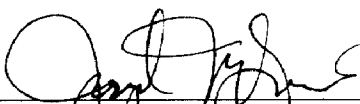
Section 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the Commonwealth of Massachusetts. Unless otherwise defined herein, terms used in Article 9 of the Massachusetts Uniform Commercial Code are used herein as therein defined.

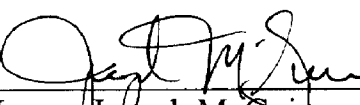
[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

NEW ENGLAND AUDIO CO., INC.

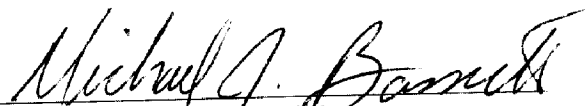
By: 
Name: Joseph McGuire
Title: Vice President and Chief
Financial Officer

NEA DELAWARE, INC.

By: 
Name: Joseph McGuire
Title: Vice President and Chief
Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

FLEET NATIONAL BANK, as AGENT

By: 
Name: Michael J. Bassick
Title: Vice President

STATE OF Massachusetts
COUNTY OF Suffolk }

On this ____ day of _____, 2001, before me personally came Joseph McGuire, to me known, who, being by me duly sworn, did depose and say that he is the Vice President and Chief Financial Officer of New England Audio Co., Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

Annette E. Hauke
Notary Public
My Comm. expires - 10/21/05

STATE OF Massachusetts
COUNTY OF Suffolk }

On this ____ day of _____, 2001, before me personally came Joseph McGuire, to me known, who, being by me duly sworn, did depose and say that he is the Vice President and Chief Financial Officer of NEA Delaware, Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

Annette E. Hauke
Notary Public
My Comm. expires - 10/21/05

STATE OF Massachusetts
COUNTY OF Suffolk } ss.

On this ____ day of _____, 2001, before me personally came Michael J. Bassick, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Fleet National Bank, the national banking association described in and which executed the foregoing instrument and that he signed his name thereto by like order.

Annette E. Hauke
Notary Public
My Comm. expires - 10/21/05

EXHIBIT A

to

Intellectual Property Security Agreement

FORM OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT

_____, _____
Fleet National Bank, as Agent
under the Credit Agreement referred to below
Attention:

Re: Intellectual Property Security Agreement dated as of June 29, 2001 made by New England Audio Co., Inc. and NEA Delaware, Inc. (collectively, the "Grantor"), for the benefit of Fleet National Bank, as Agent (the "Grantee")

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by the Grantor to the Grantee. The terms defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to therein (the "Credit Agreement")) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby pledges to the Grantee, and hereby grants to the Grantee, for its benefit, a security for the Secured Obligations a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. The undersigned hereby certifies on behalf of such Grantor that such Annexes have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete in all material respects as of the date hereof.

The undersigned on behalf of such Grantor hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented

by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Very truly yours,

[NAME OF ADDITIONAL
INTELLECTUAL PROPERTY
GRANTOR]

By: _____

Name: _____

Title: _____

Address: _____

Schedule I: Patents

The following patent is owned by New England Audio Co., Inc.:

U.S. Patent No. 5,642,279 issued on June 24, 1997 for **Automatic Price Protection**, a technique for utilizing a computer system to provide price protection to retail customers.

Schedule III: Copyrights

None

Schedule IV: License Agreements

- A. Under Tweeter's Naming Rights Agreements listed below, pursuant to which Tweeter has obtained the right to name certain concert venues and to engage in certain other venue-related marketing all subject and pursuant to the terms thereof, Tweeter may be deemed to share certain rights in certain names and may share enforcement rights/obligations and registration rights:
1. Letter Agreement dated March 16, 1999 between DLC Corp. and Tweeter.
 2. Name in Title Sponsorship Agreement (Phaladelphia) dated as of December 21, 2000 by and between Tweeter and Pavillion Partners, a Delaware partnership.
 3. Name in the Sponsorship Agreement dated as of November, 2000 by and between Tweeter and HOB Concerts/Pace Amphitheaters Group, L.P., a Delaware limited partnership.
 4. Name in Title Sponsorship Agreement (Chicago) dated as of November 15, 2000 by and between Tweeter and SFX Marketing, Inc.
- B. License arrangements among Tweeter and its various affiliates.
- C. Cross-license arrangements contained in Cyberian Outpost LLC Operating Agreement.

LIBC/1214825.2

Schedule II: Trademarks

Each of the following marks are owned by NEA Delaware, Inc.

	<u>Mark</u>	<u>Serial #</u>	<u>Registration No.</u>	<u>Appl. Filing Date</u>	<u>Comments</u>
1	Picture Perfect	78/050469	Pending	02/27/01	
2	Tweeter Center for the Performing Arts (Typed, 25)	76/189460	Pending	12/26/00	
3	Tweeter Center for the Performing Arts and Design (Stylized, 41)	76/189454	Pending	12/26/00	
4	Tweeter Center (ITU, 25)	76,189459	Pending	12/26/00	
5	Tweeter Center for the Performing Arts and Design (Typed, 41)	76,189473	Pending	12/26/00	
6	Tweeter Center for the Performing Arts (Typed, 41)	76/189455	Pending	12/26/00	
7	Tweeter Center and Design (ITU, 41)	76/189462	Pending	12/26/00	
8	AV I.D. Member	78,039852	Pending	10/16/00	
9	Tweeter Center and Design (ITU, 25)	76/189461	Pending	12/26/00	
10	Slamfest	76/216722	Pending	02/28/01	
11	Tweeter Center (Typewritten, 41)	76/189463	Pending	12/26/00	
12	Tweeter, Etc. and Design	75/189359	2,097,801	10/29/96	
13	Bryn Mawr Stereo	74/20876	1,719,134	10/02/91	
14	"The Place for Bass" and Design	75/254710	2,165,512	03/10/97	Assigned from New England Audio Co., Inc.
15	Wise Buys	75/287673	2,165,708	05/06/97	
16	Audio-Video and a Boatload of Know-How	75/39966	2,201,505	12/03/97	Assigned from New England Audio Co., Inc.
17	Dow	75/07463	2,087,162	03/20/96	Assigned from Tweeter of California, Inc.
18	Dow Stereo Video	73,715416	1,514,130	03/07/88	Assigned from Tweeter of California, Inc.

State Registrations

Dow	046832	03/20/96	California State Registration
Dow Stereo Video	046831	03/20/96	California State Registration