

07-21-2003

12

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORD & TRADEMARK



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DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

7-16-03

1. Name of conveying party(ies):  
New England Audio Co., Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other Resubmission ID No.: 700029234

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

2. Name and address of receiving party(ies)  
Name: Fleet National Bank  
Internal Address:  
Street Address: 100 Federal Street  
City: Boston State: MA Zip: 02110

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

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

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

Execution Date: 4/16/03

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No


6. Total number of applications and registrations involved: 17

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Christopher E. Kondracki  
 Internal Address:  
 Street Address: 2001 Jefferson Davis, Hwy.  
 Suite 505  
 City: Arlington State: VA Zip: 22202

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

8. Deposit account number:  
 19-3545

DO NOT USE THIS SPACE

9. Signature.  
 Christopher E. Kondracki            7/15/03  
 Name of Person Signing      Signature      Date

23

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

**Trademark Applications  
Continuation of Item 4A**

<b>Mark</b>	<b>Applications</b>
Picture Perfect	78/050,469
Tweeter Center (ITU, 25)	76/189,459
Tweeter Center and Design (ITU, 41)	76/189,462
AV LD. Member	78/030,852

**Trademark Registrations  
Continuation of Item 4B**

<b>Mark</b>	<b>Registrations</b>
Tweeter Center for the Performing Arts (Typed, 25)	2,609,043
Tweeter Center for the Performing Arts and Design (Stylized, 41)	2,577,907
Tweeter Center for the Performing Arts and Design (Typed, 41)	2,614,411
Tweeter Center for the Performing Arts (Typed, 41)	2,614,409
Tweeter Center and Design (ITU, 25)	2,672,928
Slamfest	2,558,525
Tweeter Center (Typewritten, 41)	2,614,410
Tweeter, Etc. and Design	2,097,801
"The Place for Bass" and Design	2,165,512
Wise Buys	2,165,708
Audio-Video and a Boatload of Know-How	2,201,505
DOW	2,087,162
DOW Stereo/Video	1,514,130

04/30/2003  
700029234

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> New England Audio Co., Inc.  <input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: Fleet National Bank Internal Address: _____ Street Address: 100 Federal Street City: Boston State: MA Zip: 02110  <input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small>		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 4/16/03					
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: Christopher E. Kondracki Internal Address: _____  Street Address: 2001 Jefferson Davis Hwy. Suite 505 City: Arlington State: VA Zip: 22202			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">17</span>  <b>7. Total fee (37 CFR 3.41):</b> \$ 440.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			<b>8. Deposit account number:</b> 19-3545		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature.</b>  Christopher E. Kondracki            4/30/03 Name of Person Signing      Signature      Date <div style="text-align: right; margin-right: 100px;"><span style="border: 1px solid black; padding: 2px;">22</span></div>					

Total number of pages including cover sheet, attachments, and document: 22  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of April 16, 2003 by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons listed on Schedule II hereto (each such Person, individually, a "Facility Guarantor" and, collectively, the "Facility Guarantors") (the Borrowers and the Facility Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) Fleet National Bank, a national banking association, and Fleet Retail Finance Inc., a Delaware corporation, as collateral agents (in such capacity, the "Collateral Agents") for the Secured Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

Reference is made to: (a) the Credit Agreement dated as of April 16, 2003 (as such may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") by and among (i) the Borrowers, (ii) the Facility Guarantors, (iii) the Lenders named therein, (iv) Fleet National Bank, as Administrative Agent for the Lenders and as Issuing Bank, and (v) Fleet National Bank and Fleet Retail Finance Inc., as Collateral Agents for the Lenders; and (b) the Guarantee dated as of April 16, 2003 executed by the Facility Guarantors in favor of the Agents, the Lenders and the Issuing Bank (as such may be amended, modified, supplemented or restated hereafter, the "Facility Guarantee").

Reference is also made to the Security Agreement dated as of April 16, 2003 (as such may be amended, modified, supplemented or restated hereafter, the "Security Agreement") by and among the Grantors and the Collateral Agents. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement (as applicable).

The Lenders have agreed to make Loans to the Borrowers, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The Facility Guarantors have executed the Facility Guarantee, pursuant to which the Facility Guarantors guarantee the Obligations of the Borrowers. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of the Security Agreement and an agreement in the form hereof to secure the Obligations.

Accordingly, the Grantors and the Collateral Agents, on behalf of themselves and each other Secured Party (and each of their respective successors or assigns), hereby agree as follows:

1. **DEFINITIONS:** As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or

derivative work thereof of the Grantors, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

**"Copyright Licenses"** shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

**"Copyright Office"** shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

**"Intellectual Property"** shall have the meaning assigned to such term in Section 3 hereof.

**"IP Collateral"** shall have the meaning assigned to such term in Section 2 hereof.

**"Licenses"** shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

**"Patents"** shall mean all letters patent and applications for letters patent of the Grantors, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

**"Patent Licenses"** shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

**"PTO"** shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

**"Trademarks"** shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantors, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

**"Trademark Licenses"** shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

2. **GRANT OF SECURITY INTEREST:** In furtherance and as confirmation of the Security Interest granted by the Grantors to the Collateral Agents (for the ratable benefit of the Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of (i) the Obligations, and (ii) with respect to the Facility Guarantors, the obligations under the Facility Guarantee, each Grantor hereby ratifies such Security Interest and grants to the Collateral Agents (for the ratable benefit of the Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Grantors in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF INTELLECTUAL PROPERTY BY GRANTORS:** Except as set forth below in this Section 3, the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors' sole cost, expense, and risk, pursue the reasonably prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

4. **GRANTORS' REPRESENTATIONS AND WARRANTIES:** The Grantors represent and warrant that:

(a) **EXHIBIT A** is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Grantors as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantors as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantors as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and Liens in favor of the Collateral Agents.

(f) The Grantors own, or are licensed to use, all Intellectual Property necessary



for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by any Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does any Grantor know of any valid basis for any such claim, except as otherwise set forth in the Credit Agreement. The Grantors consider that the use by the Grantors of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Grantor.

(g) The Grantors shall give the Collateral Agents written notice (with reasonable detail) within fifteen (15) days following the occurrence of any of the following:

(i) The Grantors' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(ii) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(iii) The Grantors' entering into any new Licenses.

(iv) The Grantors' knowing that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantors' ownership of, or the validity of, any material Intellectual Property or the Grantors' right to register the same or to own and maintain the same.

**5. AGREEMENT APPLIES TO FUTURE INTELLECTUAL PROPERTY:**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Collateral Agents, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and

papers as the Collateral Agents may request to evidence the Collateral Agents' security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of the Grantors relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantors hereby constitute the Collateral Agents as their attorney-in-fact to execute and file all such writings solely for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however, the Collateral Agents' taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.*

**6. GRANTORS' RIGHTS TO ENFORCE INTELLECTUAL PROPERTY:** Prior to the Collateral Agents' giving of notice to the Grantors following the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however,*

(a) The Grantors provide the Collateral Agents with written notice of any such suit for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Collateral Agents, by notice to the Grantors may terminate or limit the Grantors' rights under this Section 6.

**7. COLLATERAL AGENTS' ACTIONS TO PROTECT INTELLECTUAL PROPERTY:** In the event of

(a) the Grantors' failure, within the time period specified in Section 7.01(e) of the Credit Agreement, to cure any failure by the Grantors to observe or perform any of the Grantors' covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agents, acting in their own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Collateral Agents' own right in connection therewith.

**8. RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default, the Collateral Agents may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the Intellectual Property, in addition to which, in connection with the exercise of any such rights and

remedies, the Collateral Agents may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. The Collateral Agents shall give the Grantors at least ten (10) days' prior written notice, by authenticated record, of any such intended disposition of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agents that an Event of Default has occurred and that the Collateral Agents are authorized to exercise such rights and remedies.

**9. COLLATERAL AGENTS AS ATTORNEY IN FACT:**

(a) The Grantors hereby irrevocably constitute and designate the Collateral Agents as and for the Grantors' attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To supplement and amend from time to time Exhibits A, B and C of this Agreement to include any new or additional Intellectual Property of the Grantors.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Collateral Agents determine to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agents. This Agreement shall be terminated concurrently with the Security Agreement.

(c) The Collateral Agents shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Collateral Agents elect to do any such act or to exercise any of such powers, they shall not be accountable for more than they actually receive as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agents have had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith. Upon the Grantors' reasonable request, the Collateral Agents shall provide the Grantors with an accounting in connection with amounts received by the Collateral Agents.

**10. COLLATERAL AGENTS' RIGHTS:**

(a) Any use by the Collateral Agents of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agents' rights and remedies under this Agreement and under the Credit Agreement shall be ccoxxtensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Credit Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agents any rights in and to the Intellectual Property, which rights are effective only following the occurrence of any Event of Default.

11. **INTENT:** This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Collateral Agents in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Collateral Agents, for the ratable benefit of the Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Collateral Agents shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

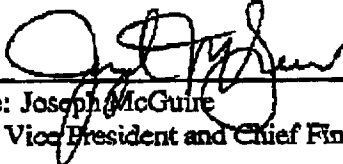
12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

**[SIGNATURE PAGES FOLLOW]**

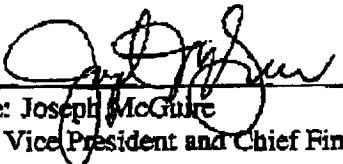
IN WITNESS WHEREOF, the Grantors and the Collateral Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**BORROWERS:**

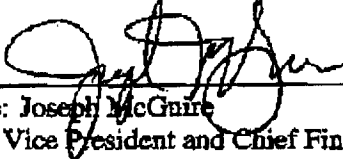
NEW ENGLAND AUDIO CO., INC.

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

SOUND ADVICE OF ARIZONA INC.

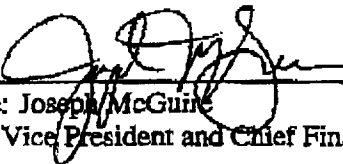
By:   
Name: Joseph McGuire  
Title: Vice President and Chief Financial Officer

NEA DELAWARE, INC.

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

THEG USA, L.P.

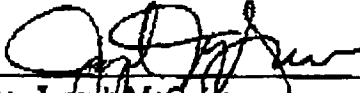
By: New England Audio Co., Inc.,  
its General Partner

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

**HILLCREST HIGH FIDELITY, INC.**


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

**SOUND ADVICE, INC.**

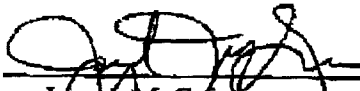
By:   
Name: Joseph McGuire  
Title: Vice President and Chief Financial Officer

**FACILITY GUARANTORS:**

**TWEETER HOME ENTERTAINMENT  
GROUP, INC.**

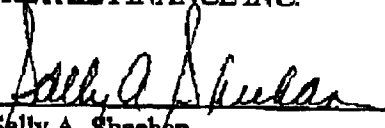
By:   
Name: Joseph McGuire  
Title: Vice President and Chief Financial Officer

**TWEETER HOME ENTERTAINMENT  
GROUP FINANCING COMPANY TRUST**

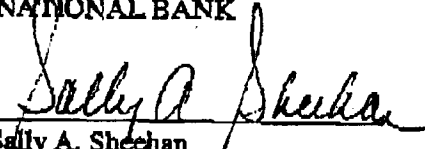
By:   
Name: Joseph McGuire  
Title: Vice President and Chief Financial Officer

**COLLATERAL AGENTS:**

**FLEET RETAIL FINANCE INC.**

By:   
Name: Sally A. Sheehan  
Title: Managing Director

**FLEET NATIONAL BANK**

By:   
Name: Sally A. Sheehan  
Title: Managing Director

**SCHEDULE I**

**Borrowers**

New England Audio Co., Inc.  
Sound Advice of Arizona Inc.  
NEA Delaware, Inc.  
THEG USA, L.P.  
Hillcrest High Fidelity, Inc.  
Sound Advice, Inc.



**SCHEDULE II**

**Facility Guarantors**

**Tweeter Home Entertainment Group, Inc.**  
**Tweeter Home Entertainment Group Financing Company Trust**

Exhibits A, B, and C

The following Trademarks are owned by NEA Delaware, Inc.:

**Federal Registrations**

<b>Trademark</b>	<b>Serial #</b>	<b>Registration #</b>	<b>Appl Filing Date</b>	<b>Comments</b>
PICTURE PERFECT	78/050469	Pending	2/27/01	
TWEETER CENTER FOR THE PERFORMING ARTS (Typed, 25)	76/189460	2,609,043	12/26/00	
TWEETER CENTER FOR THE PERFORMING ARTS AND DESIGN (Stylized, 41)	76/189454	2,577,907	12/26/00	
TWEETER CENTER (ITU, 25)	76/189459	Pending	12/26/00	
TWEETER CENTER FOR THE PERFORMING ARTS AND DESIGN (Typed, 41)	76/189473	2,614,411	12/26/00	
TWEETER CENTER FOR THE PERFORMING ARTS (Typed, 41)	76/189455	2,614,409	12/26/00	
TWEETER CENTER AND DESIGN (ITU, 41)	76/189462	Pending	12/26/00	
AV I.D. MEMBER	78/030852	Pending	10/16/00	
TWEETER CENTER AND DESIGN (ITU, 25)	76/189461	2,672,928	12/26/00	
SLAMFEST	76/216722	2,558,525	2/28/01	

<i>Trademark</i>	<i>Serial #</i>	<i>Registration #</i>	<i>Appl Filing Date</i>	<i>Comments</i>
TWEETER CENTER (Typewritten, 41)	76/189463	2,614,410	12/26/00	
TWEETER, ETC. AND DESIGN	75/189359	2,097,801	10/29/96	Assigned from New England Audio Co., Inc.
"THE PLACE FOR BASS" AND DESIGN	75/254710	2,165,512	3/10/97	Assigned from New England Audio Co., Inc.
WISE BUYS	75/287673	2,165,708	5/6/97	
AUDIO-VIDEO AND A BOATLOAD OF KNOW-HOW	75/399664	2,201,505	12/3/97	Assigned from New England Audio Co., Inc.
DOW	75/075463	2,087,162	3/20/96	Assigned from Tweeter of California, Inc.
DOW STEREO/VIDEO	73/715416	1,514,130	3/7/88	Assigned from Tweeter of California, Inc.

**State Registrations**

DOW		046832	3/20/96	California State Registration
DOW STEREO/VIDEO		046831	3/20/96	California State Registration

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The following Patent is owned by NEA Delaware, Inc.:

<i>Patent</i>	<i>Registration #</i>	<i>Appl. Filing Date</i>	<i>Comments</i>
Technique For Utilizing A Computer System To Provide Price Protection To Retail Customers	5,642,279	8/9/1994	Assigned from New England Audio Co., Inc.

That certain Intellectual Property Licensing Agreement dated as of the Effective Date (as defined therein) by and among NEA Delaware Inc., as licensor, and New England Audio Co. Inc., THEG USA, L.P., Tweeter of California, Inc., The Video Scene, Inc., Sound Advice, Inc., Sound Advice of Arizona Inc., and Hillcrest High Fidelity, Inc., as licensees.

### Conveying Party(ies)

Sound Advice of Arizona Inc. - FL  
NEA Delaware, Inc. - DE  
THEG USA, L.P. - DE  
Hillcrest High Fidelity, Inc. - TX  
Sound Advice, Inc. - FL  
Tweeter Home Entertainment Group, Inc. - DE  
Tweeter Home Entertainment Group Financing Company Trust - MA

**Receiving Party(ies)**

**Fleet Retail Finance Inc.  
40 Broad Street  
Boston, MA 02109  
Delaware Corporation**