

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/20)  
Tab settings → → →



102670953

SHEET

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.

<p>1. Name of conveying party(ies):</p> <p>GOOD GUYS CALIFORNIA, INC.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership    <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation: <u>California</u>  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>JPMORGAN CHASE BANK, as agent</u></p> <p>Address:</p> <p>Street Address: <u>2200 Ross Avenue, 4<sup>th</sup> Floor</u></p> <p>City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75201</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation _____  <input checked="" type="checkbox"/> Other <u>New York banking corporation</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Effective Date: <u>12/19/2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p><u>78/267,078</u></p> <p>B. Trademark Registration No.(s):</p> <p><u>1,131,234</u>                                      <u>2,229,803</u>  <u>1,592,492</u>                                      <u>2,406,256</u>  <u>2,097,179</u>                                      <u>2,469,723</u></p>

Additional number(s) attached  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Cathryn A. Berryman</u></p> <p>Address: <u>Jenkins &amp; Gilchrist, P.C.</u></p> <p>Street Address: <u>1445 Ross Avenue, Suite 3200</u></p> <p>City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75202</u></p>	<p>6. Total number of applications and registrations involved: ..... 7</p> <p>7. Total fee (37 CFR 3.41).....\$ 190.00</p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p>10-0447</p>
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DO NOT USE THIS SPACE

9. Signature.

Cathryn A. Berryman                                      Cathryn A. Berryman                                      2-12-04  
 Name of Person Signing                                      Signature                                      Date

Total number of pages including cover sheet, attachments, and document: 9

OPR/FINANCE  
FEB 12 AM 7:57

02/17/2004 ECODPER 00000109 78267078

01 FC:8521                                      40.00 OP  
02 FC:8522                                      150.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

DALLAS2 1024815v1 12283-00156

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 19, 2003, is executed and entered into by and among GOOD GUYS CALIFORNIA, INC., a California corporation ("Debtor"), and JPMORGAN CHASE BANK, in its capacity as agent pursuant to the Loan and Security Agreement defined below (together with its successors and assigns, "Secured Party").

### Recitals

Debtor and Secured Party are parties to the certain Loan and Security Agreement dated August 20, 2002 (as the same may be renewed, extended, amended, modified, restated, supplemented, and in effect from time to time the "Loan and Security Agreement"; all terms defined in the Loan and Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan and Security Agreement).

Pursuant to the terms of the Loan and Security Agreement, Debtor has granted to Secured Party, for the benefit of the Credit Parties, a continuing security interest, collateral assignment, pledge, and Lien in all General Intangibles of Debtor now owned or hereafter acquired, including, without limitation, all of Debtor's right, title, and interest in, to, and under all now owned or hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Licenses, and all products and proceeds thereof (the "Trademark Proprietary Rights"), to secure payment and performance of the Secured Obligations with the sole exception of any of Debtor's pending trademark applications which have been filed with the United States Patent and Trademark Office on an "Intent to Use" basis.

In order to more fully evidence Secured Party's rights in the Trademark Proprietary Rights under the Loan and Security Agreement, Debtor and Secured Party have agreed to execute and enter into this Agreement.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Debtor hereby grants to Secured Party a continuing security interest, collateral assignment, pledge, and lien in all of Debtor's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired:

(a) all trademarks (including service marks), with the sole exception of any of Debtor's pending trademark applications which have been filed with the United States Patent and Trademark Office on an "Intent to Use" basis, trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by such trademarks;

(b) all licenses of the foregoing, whether as licensee or licensor;

- (c) all renewals of the foregoing;
- (d) all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (f) all rights corresponding to any of the foregoing throughout the world;
- (g) (i) any and all licensing agreements or similar arrangements in respect of any of the foregoing, including, without limitation, those (if any) specifically listed in Schedule 1 annexed hereto, (ii) all income, royalties, damages, claims, and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringement or breach thereof; and (iii) all rights to sue for past, present, and future infringement or breach thereof; and
- (h) all proceeds and products of any of the foregoing.


2. The above interests are granted in conjunction with the rights granted to Secured Party pursuant to the Loan and Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the above Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the 19<sup>th</sup> day of December, 2003.

KB 01

GOOD GUYS CALIFORNIA, INC

By:   
Name: DAVID A. CARTER  
Title: CEO

JPMORGAN CHASE BANK, as Agent

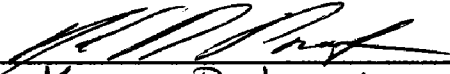
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the 19th day of December, 2003.

GOOD GUYS CALIFORNIA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JPMORGAN CHASE BANK, as Agent

By:  \_\_\_\_\_  
Name: Kevin Padgett  
Title: Vice President

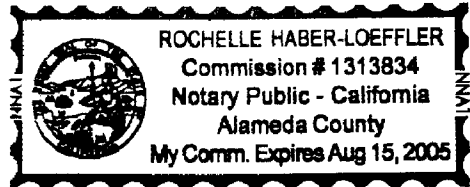
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA §  
COUNTY OF SAN FRANCISCO §

On December 18, 2003, before me, Rochelle Haber-Loeffler,  
Notary Public, personally appeared David H. Carter  
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Rochelle Haber-Loeffler



(Seal)

ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this \_\_\_\_\_ day of December, 2003, by  
\_\_\_\_\_, as \_\_\_\_\_ of JPMORGAN  
CHASE BANK, on behalf of such bank, in the capacity therein stated.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA §  
COUNTY OF SAN FRANCISCO §

On December \_\_, 2003, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

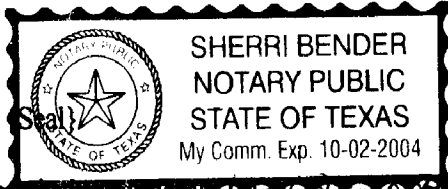
Signature: \_\_\_\_\_

(Seal)

ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this 30<sup>th</sup> day of January, 2004 ~~December, 2003~~, by  
Kevin Padgett, as Vice President of JPMORGAN  
CHASE BANK, on behalf of such bank, in the capacity therein stated.



Sherrri Bender  
Notary Public in and for the State of Texas

My commission expires: 10-02-2004

Schedule 1  
to  
Trademark Security Agreement

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT – Cover Page  
DALLAS2 1016008v3 12283-00156

TRADEMARK  
REEL: 002913 FRAME: 0986



Owner of Record	Country of Registration	Trademark	Registration No. or Application No. (if no Registration No.)	Registration Date or Filing Date (if no Reg. date)	Renewal Date
Good Guys California, Inc.	United States	BETTER STUFF, FIERCELY COMPETITIVE PRICES BUMP	2,469,723	7/17/01	
Good Guys California, Inc.	United States	GG! and Design	78/267,078	6/25/03	
Good Guys California, Inc.	United States	GOOD GUYS	2,406,256	11/21/00	
Good Guys California, Inc.	United States	GOOD GUYS	1,131,234	2/26/80	
Good Guys California, Inc.	United States	GOOD IS BETTER	2,097,179	9/16/97	
Good Guys California, Inc. & M.T.S. Incorporated (as Assignor)	United States	WOW	2,229,803	3/9/99	
Good Guys California, Inc. & M.T.S. Incorporated (as Assignor)	United States	WOW!	1,592,492	4/17/90	
Good Guys California, Inc.	California	THE GOOD GUYS	59,238	3/6/99	
Good Guys California, Inc.	California	THE GOOD GUYS (stylized)	7,714	3/6/99	
Good Guys California, Inc.	California	THE GOOD GUYS (stylized)	7,715	3/6/99	
Good Guys California, Inc.	California	THE GOOD GUYS (stylized)	7,716	3/6/99	
Good Guys California, Inc.	Tunisia	GOOD GUYS	EE96.0783	6/28/96	