

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

New England Audio Co., Inc.

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

Citizenship (see guidelines)

Execution Date(s) 09/3/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other First Amendment
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fleet National Bank

Internal Address: _____

Street Address: 100 Federal Street

City: Boston

State: MA

Country: US Zip: 02110

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,084,559

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis Highway
Suite 1007

City: Arlington

State: VA Zip: 22202

Phone Number: 703-415-1555

Fax Number: 703-415-1557

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-3545

Authorized User Name Christopher E. Kondracki

9. Signature:

Christopher E. Kondracki
Signature

9/19/04
Date

Christopher E. Kondracki

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 193646 2084559

Conveying Party(ies)

Sound Advice of Arizona Inc.	-	Florida – Corporation
NEA Delaware, Inc.	-	Delaware – Corporation
THEG USA, L.P.	-	Delaware – Corporation
Hillcrest High Fidelity, Inc.	-	Texas – Corporation
Sound Advice, Inc.	-	Florida – Corporation
Tweeter Home Entertainment Group, Inc.	-	Delaware – Corporation
Tweeter Home Entertainment Group Financing Company Trust	-	Massachusetts – Corporation

Receiving Party(ies)

Fleet Retail Group, Inc. (*f/k/a* Fleet Retail Finance Inc.)
40 Broad Street
Boston, MA 02109

Delaware - Corporation

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "First Amendment") dated as of September 3, 2004 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:

WHEREAS, the parties hereto have entered into that certain Intellectual Property Security Agreement dated as of April 16, 2003 (as the same has been, or may hereafter be, amended, modified, supplemented or restated, the "IP Security Agreement"). All capitalized terms not otherwise defined herein shall have the meaning given such terms in the IP Security Agreement; and

WHEREAS, certain of the Grantors have acquired those trademarks set forth on Schedule III hereto; and

WHEREAS, the parties hereto desire to amend the IP Security Agreement as set forth therein.

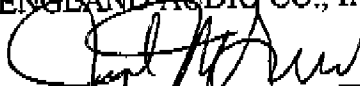
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Collateral Agents, on behalf of themselves and each other Secured Party (and each of their respective successors or assigns), hereby agree as follows:

1. Addition of IP Collateral. The IP Collateral set forth on Schedule III hereto is hereby added to Exhibits, A, B and C of the IP Security Agreement.
2. Confirmation of IP Security Agreement. Notwithstanding anything contained herein, the Grantors hereby acknowledge and agree that this First Amendment is entered into as evidence that the IP Collateral set forth on Schedule III hereto is subject to the terms and conditions of the IP Security Agreement. Nothing contained herein shall be deemed to limit any terms or provisions of the IP Security Agreement, which terms and provisions remain in full force and effect.


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

GRANTORS:

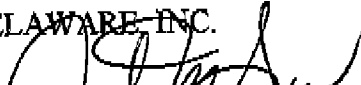
NEW ENGLAND AUDIO CO., INC.

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

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

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

FLEET NATIONAL BANK, Collateral Agent

By: _____

Name: _____

Title: _____

FLEET RETAIL GROUP, INC. (f/k/a Fleet Retail Finance Inc.), Collateral Agent

By: _____

Name: _____

Title: _____

SOUND ADVICE, INC.

By: _____

Name: Joseph McGuire

Title: Vice President and Chief Financial
Officer

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

FLEET NATIONAL BANK, Collateral
Agent

By: _____

Name: Sally A. Sheehan

Title: Managing Director

FLEET RETAIL GROUP, INC. (f/k/a Fleet
Retail Finance Inc.), Collateral Agent

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

SCHEDULE III**IP Collateral**

Trademark	Application #	Registration #	Application Filing Date	Owner
NOW! AUDIO VIDEO	74691411	2084559	6/21/95	NEA Dclaware, Inc.

850384.1