

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOOD GUYS CALIFORNIA, INC.		11/17/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CompUSA Management Company		
Street Address:	14951 North Dallas Parkway		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	TRUST: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2469723	BETTER STUFF. FIERCELY COMPETITIVE PRICES	
CORRESPONDENCE DATA			
Fax Number:	(214)880-3219		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(214)969-1700		
Email:	Yanela.Carpenter@tklaw.com		
Correspondent Name:	THOMPSON & KNIGHT, LLP		
Address Line 1:	1700 Pacific Avenue		
Address Line 2:	Suite 3300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	004537.000002		
NAME OF SUBMITTER:	Deborah L. Lively		
Signature:	/Deborah L. Lively/		
Date:	11/20/2006		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), effective as of November 17, 2006 (the "Effective Date"), is made by and between Good Guys California, Inc., a California corporation ("Assignor"), and CompUSA Management Company, a Delaware business trust ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used and registered a certain trademark used in connection with Assignor's business, including without limitation, that listed on Exhibit A to this Agreement (the "Mark"); and

WHEREAS, Assignor currently owns all rights, title and interest in and to the Mark;

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Mark, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof; and

WHEREAS, Assignee is a successor to Assignor's business, or portion of the business to which the Mark pertains, and such business is ongoing and existing.

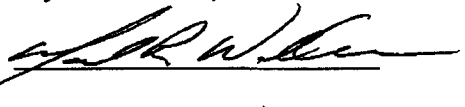
NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties acknowledge and agree that Assignee has purchased and is a successor to Assignor's business, or portion of the business to which the Mark pertains, and such business is ongoing and existing.
2. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Mark, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.
3. Assignor agrees, at Assignee's expense, to execute and deliver all other agreements, confirmations of assignment, and documents as may be reasonably necessary in Assignee's opinion to effectuate the assignment of the Mark and to satisfy the intent set forth in this Agreement.
4. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

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IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

Good Guys California, Inc.

By: 

Name: Mark R. Walker

Title: Assistant Secretary

Date: 11/17/04

EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

Owner	Mark	Registration Number and Date	International Class	Services
Good Guys California, Inc.	BETTER STUFF. FIERCELY COMPETITIVE PRICES	2,469,723 July 17, 2001	35 -	Retail store services featuring consumer entertainment electronics equipment and music and video software

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