

03-27-2007



Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD.

103387125

3-26-07

TRADEMARKS ONLY

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

3-26-07

1. Name of conveying party(ies):

Navarre Corporation

- Individual(s)
- General Partnership
- Corporation- State: Minnesota
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 22, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent

Internal _____

Address: _____

Street Address: 201 Merritt 7

City: Stamford

State: Connecticut

Country: USA Zip: 06856-5201

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA
- 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)
78/728,457 78/728,453 78/728,454 78/728,464
78/728,459 78/728,462

B. Trademark Registration No.(s)

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: Gayle D. Grocke

Internal Address: Latham & Watkins LLP

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312-993-9767

Email Address: gayle.grocke@lw.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

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

285.00 E

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

BYRNE 00000001 78728457

Gayle D. Grocke
ASSIGNMENT

Signature

March 23, 2007

Date

40.00 DP
125.00 DP
120.00 DP
Gayle D. Grocke
Name of Person Signing

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

5

Documents to be recorded (including cover sheets) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SUPPLEMENT NO. 1

SUPPLEMENT NO. 1, dated as of March 22, 2007, made by NAVARRE CORPORATION, a Minnesota corporation ("Grantor") to the TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2005 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by Grantor in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent"). All capitalized terms not defined herein shall have the collective meanings ascribed to them in each of such Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement dated as of March 22, 2007 by and among Grantor, the Credit Parties named therein, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Grantor and Agent are parties to that certain Second Amended and Restated Security Agreement dated as of March 22, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, the Grantor has acquired the Trademarks set forth on Schedule 1 hereto and desires, pursuant to Section 5(c)(ii) of the Security Agreement, to grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in such Trademarks.

NOW, THEREFORE, IT IS AGREED:

1. Addition to Schedule of Trademark Security Agreement. The information set forth on Schedule 1 is hereby added to Schedule I of the Trademark Security Agreement.
2. Counterparts. This supplement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same document.
3. Governing Law. This supplement shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.
4. Ratification. Each of Grantor and Agent hereby acknowledges and agrees that except as expressly amended herein, all of the terms and provisions of the Trademark Security Agreement are hereby ratified and confirmed in all respects and shall remain in full force and effect.

{Signature Page Follows }

SCHEDULE 1

To

TRADEMARK SECURITY AGREEMENT

Trademarks

[To be completed by Grantor]

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial/Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
NAVARRE	CA	1296877	4/6/2006	PENDING	PENDING
NAVARRE (Stylized)	CA	1296878	4/6/2006	PENDING	PENDING
NAVARRE	US	78/728,457	10/6/2005	PENDING	PENDING
NAVARRE	US	78/728,453	10/6/2005	PENDING	PENDING
NAVARRE	US	78/728,454	10/6/2005	PENDING	PENDING
NAVARRE (Stylized)	US	78/728,464	10/6/2005	PENDING	PENDING
NAVARRE (Stylized)	US	78/728,459	10/6/2005	PENDING	PENDING
NAVARRE (Stylized)	US	78/728,462	10/6/2005	PENDING	PENDING

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RECORDED: 03/26/2007

TRADEMARK
REEL: 003508 FRAME: 0935