

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gregg Appliances, Inc.		07/25/2007	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	201 South College Street		
Internal Address:	Charlotte Plaza, CP-8		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2557080	HHGREGG.COM	
Registration Number:	2447808	H.H. GREGG APPLIANCES ELECTRONICS COMPUTERS	
Registration Number:	2476625	WELCOME TO THE REVOLUTION	
Registration Number:	2646349	HHG	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	dmillard@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St., Hearst Tower 47th Floor		
Address Line 2:	Kennedy Covington Lobdell & Hickman, LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	13567.171 GREGG APPL		

OP \$115.00 2557080

NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	09/01/2007
Total Attachments: 5 source=GreggAppliancesInc#page1.tif source=GreggAppliancesInc#page2.tif source=GreggAppliancesInc#page3.tif source=GreggAppliancesInc#page4.tif source=GreggAppliancesInc#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 25, 2007 by and between GREGG APPLIANCES, INC., an Indiana corporation (the "Grantor"), having its chief executive office at 4151 East 96th Street, Indianapolis, Indiana 46240 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at Charlotte Plaza, CP-8, 201 South College Street, Charlotte, North Carolina 28288 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") by and among the Grantor, certain of its Subsidiaries party thereto and the Administrative Agent. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

20th IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day of July, 2007.

GREGG APPLIANCES, INC., as Grantor

By: [Signature]
Name: JERRY W. THROGMARTIN
Title: CEO

ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF MARION

I, JAYNE ATKISSON, a Notary Public for said County and State, do hereby certify that JERRY THROGMARTIN personally appeared before me this day and stated that (s)he is CEO of GREGG APPLIANCES, INC. and acknowledged, on behalf of GREGG APPLIANCES INC. the due execution of the foregoing instrument.

Witness my hand and official seal, this 20 day of July, 2007.

[Signature]
Notary Public

My commission expires:

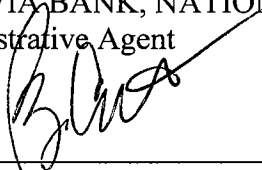
8-27-10

Jayne M. Atkisson
Notary Public, State of Indiana
County of Marion
My Commission Expires Aug. 27, 2010

[Signature Pages Continue]

Agreed and Accepted as of the
25th day of July, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____

Name: Bill Cvetkovski

Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>
Gregg Appliances, Inc.	HHGREGG.COM	2557080	04/02/02
	H.H. Gregg Appliances Electronics Computers	2447808	05/01/01
	WELCOME TO THE REVOLUTION	2476625	08/07/01
	HHG	2646349	11/05/02

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.