

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEA Delaware, Inc.		07/13/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Tweeter Intellectual Property, LLC
Street Address:	10 Pequot Way
City:	Canton
State/Country:	MASSACHUSETTS
Postal Code:	02021
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2843790	AV I.D. MEMBER
Registration Number:	1514130	DOW STEREO/VIDEO
Serial Number:	77160795	LIVE IN HI-DEF
Registration Number:	2084559	NOW! AUDIO VIDEO
Registration Number:	2728118	PICTURE PERFECT
Registration Number:	2996948	PROSOLUTIONS
Registration Number:	2558525	SLAM FEST
Registration Number:	3034459	TWEETER
Registration Number:	2707657	TWEETER CENTER
Registration Number:	2672928	TWEETER CENTER
Registration Number:	2722072	TWEETER CENTER
Registration Number:	2614410	TWEETER CENTER
Registration Number:	2577907	TWEETER CENTER FOR THE PERFORMING ARTS
Registration Number:	2614409	TWEETER CENTER FOR THE PERFORMING ARTS

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Registration Number:	2609043	TWEETER CENTER FOR THE PERFORMING ARTS
Registration Number:	2614411	TWEETER CENTER FOR THE PERFORMING ARTS
Registration Number:	2097801	TWEETER ETC.
Serial Number:	78689853	TWEETER, HOME AND MOBILE ENTERTAINMENT MADE EASY
Serial Number:	78689866	TWEETER, HOME ENTERTAINMENT MADE EASY
Registration Number:	2165708	WISE BUYS

CORRESPONDENCE DATA

Fax Number: (212)822-5423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-530-5000
Email: jnici@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 2: rm. 4640
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	39449-00000
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	09/14/2007

Total Attachments: 8
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INTELLECTUAL PROPERTY ASSIGNMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY dated as of this 13th day of July, 2007 ("IP Assignment"), is entered into by and among NEA Delaware, Inc., a Delaware corporation ("Assignor") and Tweeter Intellectual Property, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor owns and is using or intends to use certain of the (a) trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet domain names and corporate names and general intangibles of like nature, together with the good will associated with any of the foregoing and including those which are the subject of registrations, applications for registration and renewals which are listed on Appendix 1 attached hereto and incorporated herein by reference (collectively, the "Trademarks"); (b) patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, including those patents and patent applications which are listed on Appendix 1 attached hereto and incorporated herein by reference (the "Patents"); (c) copyrights and registrations and applications therefor and works of authorship, and mask work rights, including those which are the subject of registrations, applications for registration and renewals which are listed on Appendix 1 attached hereto and incorporated herein by reference (the "Copyrights"); and (d) trade secrets and other confidential non-patented information (the "Confidential Information").

WHEREAS, Tweeter Newco, LLC, a Delaware limited liability company ("Purchaser") has agreed to purchase, acquire and accept from Assignor, and Assignor desires to sell, transfer, convey and deliver at Purchaser's direction, to the broadest extent permitted by Law, all of Assignor's right, title and interest in and to the Trademarks, Patents, Copyrights and Confidential Information (collectively, the "Intellectual Property"), to Assignee pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of June 26, 2007, as may be amended and/or restated from time to time, by and among Assignor, Tweeter Home Entertainment Group, Inc., a Delaware corporation, and each of its direct and indirect subsidiaries listed on the signature pages thereof and Purchaser and the Sale Order (as defined in the Asset Purchase Agreement); and

WHEREAS, pursuant to Section 12.10 of the Asset Purchase Agreement, Purchaser has assigned its right to receive the Intellectual Property to Assignee.

NOW THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and the Sale Order, Assignor hereby sells, transfers, conveys, and delivers to Assignee, its successors and assigns, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's rights, title and interest in and to: (i) the Trademarks throughout the universe, including the registrations and applications thereof, and all goodwill of the business symbolized by and connected with the Trademarks and with respect to intent to use applications, Assignor is assigning the Trademarks as part of the entire business to which the Trademarks pertain as required by Section 15 U.S.C. 1060, the right to conduct business under the Trademarks, including the right to license others the right to conduct business under the Trademarks, (ii) Patents throughout the universe, including all inventions disclosed and claimed therein, and including, without limitation, the subject matter of all claims which may be obtained therefrom, rights of priority under the International Convention for the Protection of Industrial

Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres, (iii) the Copyrights throughout the universe, including, without limitation, the right to exercise such rights in perpetuity in all media and by any manner and means now known or hereafter devised, and (iv) all rights to sue, counterclaim, and collect damages and payments for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Intellectual Property, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignor agrees to execute and deliver at the request of Assignee, without further consideration, all papers, instruments of sale, transfer, conveyance, confirmation and assignment, and to perform any other reasonable acts Assignee reasonably deems necessary in order to vest or more effectively transfer, convey, assign or confirm all of Assignor's rights, title and interest in and to the Intellectual Property in or to Assignee, including all documents necessary to record in the name of Assignee the assignment of the Trademarks and Patents with the United States Patent and Trademark Office and the Copyrights with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (i) to demand and receive from time to time any and all of the Intellectual Property or rights thereunder and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all Legal Proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property; (iii) to defend or compromise any or all Legal Proceedings in respect of any of the Intellectual Property; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) in relation to the Intellectual Property as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason. To the extent any of the Intellectual Property may not be transferred to Assignee, Assignor is hereby deemed to have granted to Assignee an exclusive, royalty free right and license to use the Intellectual Property from and after the Closing Date, to the broadest extent permitted by Law.

This IP Assignment and the covenants and agreements contained herein shall survive the Closing.

This Agreement is subject to, and shall be construed in accordance with, the Asset Purchase Agreement and the Sale Order, and in the event of a conflict between the provisions of this Agreement and the provisions of the Asset Purchase Agreement (insofar as such provisions relate to the rights and obligations of Assignor, on the one hand, and the Assignee, on the other hand) or the Sale Order, the provisions of the Asset Purchase Agreement or the Sale Order, as applicable, shall prevail.

This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such State without giving effect to any of the conflict of laws rules thereof.

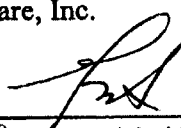
This IP Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor has caused this IP Assignment to be duly executed as of the date first above written.

ASSIGNOR:

NEA Delaware, Inc.

By: _____


Name: Gregory W. Hurt
Title: Chief Financial Officer

Accepted and agreed to by

ASSIGNEE:

Tweeter Intellectual Property, LLC

By: _____

Name: George Schultze
Title: Chief Executive Officer

IP ASSIGNMENT BETWEEN
NEA DELAWARE, INC. AND TWEETER INTELLECTUAL PROPERTY, LLC

LAI:#6355545

TRADEMARK
REEL: 003621 FRAME: 0325

IN WITNESS WHEREOF, the Assignor has caused this IP Assignment to be duly executed as of the date first above written.

ASSIGNOR:

NEA Delaware, Inc.

By: _____

Name:

Title:

Accepted and agreed to by

ASSIGNEE:

Tweeter Intellectual Property, LLC

By:  _____

Name: George Schultze

Title: Chief Executive Officer

IP ASSIGNMENT BETWEEN
NEA DELAWARE, INC. AND TWEETER INTELLECTUAL PROPERTY, LLC

LAI #635545

TRADEMARK
REEL: 003621 FRAME: 0326

STATE OF DELAWARE)
COMMONWEALTH OF)
NEW CASTLE)
COUNTY OF DELAWARE)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Gregory W. Hunt, known to me to be the Chief Financial Officer of NEA Delaware, Inc. and acknowledged that he signed the above and forgoing instrument as his free and voluntary act, on behalf of NEA Delaware, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 13th day of July, 2007.


Notary Public

MERRICK L. FRIEL
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires Feb. 9, 2009

APPENDIX I

TRADEMARKS

Mark	Application No.	Registration No.	Registration Date	Status
AV I.D. MEMBER	78030852	2843790	18 May 2004	Registered
DOW STEREO/VIDEO	73715416	1514130	22 Nov 1988	Registered
LIVE IN HI-DEF	77160795			Pending
NOW! AUDIO VIDEO	74691411	2084559	29 Jul 1997	Registered
PICTURE PERFECT	78050469	2728118	17 Jun 2003	Registered
PROSOLUTIONS	78252234	2996948	20 Sep 2005	Registered
SLAM FEST	76216722	2558525	9 Apr 2002	Registered
TWEETER	78401489	3034459	27 Dec 2005	Registered
TWEETER CENTER	76189459	2707657	15 Apr 2003	Registered
TWEETER CENTER	76189461	2672928	7 Jan 2003	Registered
TWEETER CENTER	76189462	2722072	3 Jun 2003	Registered
TWEETER CENTER	76189463	2614410	3 Sep 2002	Registered
TWEETER CENTER FOR THE PERFORMING ARTS	76189454	2577907	11 Jun 2002	Registered
TWEETER CENTER FOR THE PERFORMING ARTS	76189455	2614409	3 Sep 2002	Registered
TWEETER CENTER FOR THE PERFORMING ARTS	76189460	2609043	20 Aug 2002	Registered
TWEETER CENTER FOR THE PERFORMING ARTS	76189473	2614411	3 Sep 2002	Registered
TWEETER ETC.	75189359	2097801	16 Sep 1997	Registered
TWEETER, HOME AND MOBILE ENTERTAINMENT MADE EASY	78689853			Pending
TWEETER, HOME ENTERTAINMENT MADE EASY	78689866			Pending
WISE BUYS	75287673	2165708	16 Jun 1998	Registered

COPYRIGHTS

Work	Registration No.	Registration/Filing Date
redacted		
What You Need To Know Before You Buy An Amplifier, Tuner, or Receiver	TX2090200	5/20/1987
What You Need To Know Before You Buy Speakers	TX2090199	5/20/1987
What You Need To Know Before You Buy a Turntable	TX2090198	5/20/1987
What You Need To Know Before You Buy a Cassette Deck	TX2090197	5/20/1987
What You Need To Know Before You Buy A Car Stereo	TX2090196	5/20/1987
What You Need To Know Before You Buy A CD Player	TX2090195	5/20/1987
What You Need To Know Before You Buy A Video Cassette Recorder	TX2090194	5/20/1987
What You Need to Know Before You Buy A Television	TX2090193	5/20/1987
Why Buy An Extended Service Policy	TX2090389	5/20/1987

PATENTS

NEA Delaware, Inc.

U. S. Patent

No. 5,642,279

Issued: June 24, 1997