

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tweeter Intellectual Property, LLC		08/28/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Schultze Agency Services, LLC, as agent
Street Address:	3000 Westchester Avenue
Internal Address:	Attention: George J. Schultze
City:	Purchase
State/Country:	NEW YORK
Postal Code:	10577
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

**CH \$515.00 2843790**

Registration Number:	2614409	TWEETER CENTER FOR THE PERFORMING ARTS
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: 12  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of August 28, 2007 by and among (a) Tweeter Intellectual Property, LLC (the "Borrower" and together with each other party as shall from time to time become a party hereto, a "Grantor" and collectively, the "Grantors") and (b) Schultze Agency Services, LLC, as agent (in such capacity, the "Agent") for the Secured Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

Reference is made to that certain Credit Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") by and among (i) the Borrowers, (ii) the Lenders named therein, and (iii) the Agent.

Reference is also made to the Security Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "Security Agreement") by and among the Grantors and the Agent.

The Lenders have agreed to make Loans to the Borrowers pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The obligations of the Lenders to make Loans are conditioned upon, among other things, the execution and delivery by the Grantors of the Security Agreement and an agreement in the form hereof to secure the Obligations.

Accordingly, the Grantors and the Agent, on behalf of themselves and each other Secured Party (and each of their respective successors or assigns), hereby agree as follows:

1. **DEFINITIONS.** Except as otherwise defined below, all capitalized terms used but not defined herein (including those in the Recitals hereto) shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable. As used herein, the following terms shall have the following meanings:

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

2. **SECURITY INTEREST.**

2.1. **Grant of Security Interest.** In furtherance and as confirmation of the security interests granted by the Grantors to the Agent (for the ratable benefit of the Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of (i) the Obligations, and (ii) each Grantor, hereby grants to the Agent (for

the ratable benefit of the Secured Parties) a continuing second priority security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Grantors in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property:

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All renewals of any of the foregoing;
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing; and
- (h) All of the Grantors' rights corresponding to any of the foregoing throughout the world (the items referred to in clauses (a) through (h) being collectively referred to as the "IP Collateral").

3. **PROTECTION OF INTELLECTUAL PROPERTY BY GRANTORS.**

Except as set forth below in this Section 3, the Grantors shall undertake the following with respect to all intellectual property:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) At the Grantors' sole cost, expense, and risk, pursue the reasonably prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the liens created by this Agreement.

4. **GRANTORS' REPRESENTATIONS AND WARRANTIES.** The Grantors represent and warrant that:

(a) **EXHIBIT A** is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Grantors as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantors as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantors as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances, Liens in favor of the Senior DIP Agent and the Prior Agent and Liens in favor of the Agent.

(f) The Grantors own, or are licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by any Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does any Grantor know of any valid basis for any such claim, except as otherwise set forth in the Credit Agreement. The Grantors consider that the use by the Grantors of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Grantor.

(g) The Grantors shall give the Agent written notice (with reasonable detail) within fifteen (15) days following the occurrence of any of the following:

(a) The Grantors' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(b) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(c) The Grantors' entering into any new Licenses.

(d) The Grantors' knowing that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantors' ownership of, or the validity of, any material Intellectual Property or the Grantors' right to register the same or to own and maintain the same.

5. **AGREEMENT APPLIES TO FUTURE INTELLECTUAL PROPERTY.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (a), (b) and (c) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Agent, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of the Grantors relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantors hereby constitute the Agent as their attorney-in-fact to execute and file all such writings solely for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interests created hereby.

6. **GRANTORS' RIGHTS TO ENFORCE INTELLECTUAL PROPERTY.**

Prior to the Agent's giving of notice to the Grantors following the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money

damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however:

(a) The Grantors provide the Agent with written notice of any such suit for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Agent, by notice to the Grantors, may terminate or limit the Grantors' rights under this Section 6.

7. **AGENT'S ACTIONS TO PROTECT INTELLECTUAL PROPERTY.**

In the event of:

(a) the Grantors' failure, within the time period specified in Section 8.1(c) of the Credit Agreement, to cure any failure by the Grantors to observe or perform any of the Grantors' covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

subject to applicable bankruptcy law, the Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Agent's own right in connection with the actions required to be taken by the Grantors hereunder.

8. **RIGHTS UPON DEFAULT.** Upon the occurrence of any Event of Default, the Agent may, subject to Section 8.2 of the Credit Agreement and, without limitation, the notice provisions contained therein, exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the state of New York, with respect to the Intellectual Property, in addition to which, in connection with the exercise of any such rights and remedies, the Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. The Agent shall give the Grantors at least ten (10) days' prior written notice, by authenticated record, of any such intended disposition of the Intellectual Property. Any Person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

9. **AGENT AS ATTORNEY IN FACT:**

(a) The Grantors hereby irrevocably constitute and designate the Agent as and for the Grantors' attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(a) To supplement and amend from time to time Exhibits A, B and C of this Agreement to include any new or additional Intellectual Property of the Grantors.

(b) To exercise any of the rights and powers referenced herein.

(c) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent. This Agreement shall be terminated concurrently with the Security Agreement.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith. Upon the Grantors' reasonable request, the Agent shall provide the Grantors with an accounting in connection with amounts received by the Agent.

10. **AGENT'S RIGHTS.**

(a) Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Credit Agreement, shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Credit Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Intellectual Property, which rights are effective only following the occurrence of any Event of Default.

11. **INTENT.** This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the Security Interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of the Security Interest granted to the Agent, for the ratable benefit of the Secured Parties, under the Security Agreement. This Agreement supplements the Security Agreement without in any way diminishing or limiting the effect of the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.



12. **CHOICE OF LAWS.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA (INCLUDING THE BANKRUPTCY CODE).

13. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

14. **TERMINATION; RELEASE OF IP COLLATERAL.** (a) This Agreement and the Security Interest shall terminate when all the Obligations have been paid in full in cash and the Lenders have no further commitment to lend. Notwithstanding anything herein to the contrary, this Agreement and the Security Interest shall continue to be effective or to be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made.

(b) Upon any sale or other transfer by any Grantor of any of the IP Collateral that is permitted under the Credit Agreement to any Person that is not a Credit Party, or upon the effectiveness of any written consent to the release of the Security Interest granted hereby in any IP Collateral pursuant to Section 11.2 of the Credit Agreement, the Security Interest in such IP Collateral shall be automatically released.

(c) In connection with any termination or release pursuant to paragraphs (a) or (b) above, the Agent shall execute and deliver to such Grantor at such Grantor’s expense, all termination statements and similar documents that such Grantor may reasonably request to evidence such termination and release. Any execution and delivery of termination statements or documents pursuant to this Section 14 shall be without recourse to, or warranty by, the Agent.


15. **INTENTIONALLY OMITTED.**

[SIGNATURE PAGE FOLLOWS]

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

**BORROWER:**

TWEETER INTELLECTUAL PROPERTY, LLC

By:   
Name:  
Title:

Signature Page to Intellectual Property Security Agreement

LA1:46339402

TRADEMARK  
REEL: 003621 FRAME: 0357

**AGENT:**

**SCHULTZE AGENCY SERVICES, LLC**

By: \_\_\_\_\_

Name:

Title: Its Duly Authorized Signatory

Signature Page to Intellectual Property Security Agreement

LA1:#6359402

**TRADEMARK**  
**REEL: 003621 FRAME: 0358**

**EXHIBIT A**

**COPYRIGHTS**

<i>Copyright</i>	<i>Registration No.</i>	<i>Registration Date</i>
	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
New England Audio Home Audio Primer	TX2841465	4/4/1990
What You Need To Know Before You Buy An Amplifier, Tuner, or Receiver	TX2090200	5/20/1987

**EXHIBIT B**

**PATENTS**

<i>Patent</i>	<i>Registration No.</i>	<i>Filing Date</i>
U. S. Patent	No. 5,642,279	June 24, 1997

**EXHIBIT C**

**TRADEMARKS**

**Trademark Summary – Tweeter Intellectual Property, LLC**

**Active Marks - Registered:**

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>
AV I.D. MEMBER	78030852	2843790	18 May 2004	Registered
DOW STEREO/VIDEO	73715416	1514130	22 Nov 1988	Registered
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
WISE BUYS	75287673	2165708	16 Jun 1998	Registered

**Active Marks - Pending:**

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>
TWEETER, HOME AND MOBILE ENTERTAINMENT MADE EASY	78689853			Pending
TWEETER, HOME ENTERTAINMENT MADE EASY	78689866			Pending
LIVE IN HI-DEF	77160795			Pending