

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 Opco, LLC		09/19/2007	LIMITED LIABILITY COMPANY: DELAWARE
Tweeter Newco, LLC		09/19/2007	LIMITED LIABILITY COMPANY: DELAWARE
Tweeter Intellectual Property, LLC		09/19/2007	LIMITED LIABILITY COMPANY: DELAWARE
Tweeter Tivoli, LLC		09/19/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Retail Finance, LLC, as Administrative Agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2843790	AV I.D. MEMBER
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:	2614410	TWEETER CENTER
Registration Number:	2672928	TWEETER CENTER

CH \$490.00 2843790

Registration Number:	2722072	TWEETER CENTER
Registration Number:	2609043	TWEETER CENTER FOR THE PERFORMING ARTS
Registration Number:	2614409	TWEETER CENTER FOR THE PERFORMING ARTS
Registration Number:	2577907	TWEETER CENTER FOR THE PERFORMING ARTS
Registration Number:	2614411	TWEETER CENTER FOR THE PERFORMING ARTS
Registration Number:	2097801	TWEETER ETC.
Registration Number:	2165708	WISE BUYS
Registration Number:	1514130	DOW STEREO/VIDEO
Registration Number:	2084559	NOW! AUDIO VIDEO
Serial Number:	78689853	TWEETER, HOME AND MOBILE ENTERTAINMENT MADE EASY
Serial Number:	78689866	TWEETER, HOME ENTERTAINMENT MADE EASY

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	7090805
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	10/23/2007

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of September 19, 2007 by and among (a) TWEETER OPCO, LLC, a Delaware limited liability company (the "Borrower"), (b) TWEETER NEWCO, LLC, a Delaware limited liability company, TWEETER INTELLECTUAL PROPERTY, LLC, a Delaware limited liability company, TWEETER TIVOLI, LLC, a Delaware limited liability company and each other party as shall from time to time become a party hereto (each individually, a "Facility Guarantor" and collectively, the "Facility Guarantors") (the Borrower and the Facility Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) WELLS FARGO RETAIL FINANCE, LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

Reference is made to: (a) the 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 Borrower, (ii) the Facility Guarantors, (iii) the Revolving Credit Lenders named therein, (iv) Wells Fargo Bank, N.A., as Issuing Bank and (v) Wells Fargo Retail Finance, LLC, as Administrative Agent for itself and the other Secured Parties; and (b) the Guarantee dated as of even date herewith executed by the Facility Guarantors in favor of the Administrative Agent, the Revolving Credit Lenders, the Issuing Bank and the other Secured Parties (as such may be amended, modified, supplemented or restated hereafter, the "Facility Guarantee").

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 Administrative Agent.

The Revolving Credit Lenders have agreed to make Revolving Credit Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The Facility Guarantors have executed the Facility Guarantee, pursuant to which the Facility Guarantors guarantee the Obligations of the Borrower. The obligations of the Revolving Credit Lenders to make Revolving Credit Loans and of the Issuing Bank to issue Letters of Credit 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 Administrative Agent, on behalf of itself 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 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:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Grantors, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

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

"Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

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

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

"Patents" shall mean all letters patent and applications for letters patent of the Grantors, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

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

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantors, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

2. **GRANT OF SECURITY INTEREST:** In furtherance and as confirmation of the Security Interests granted by the Grantors to the Administrative 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) with respect to each Facility Guarantor, the obligations under the Facility Guarantee, each Grantor hereby grants to the Administrative Agent (for the ratable benefit of the Secured Parties) a continuing first 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 each of the items respectively described in Sections 2(a), (b), (c), (d) and (e), as applicable (collectively, the "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 and Liens in favor of the Administrative 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 Administrative 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 Administrative Agent, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative 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 Administrative 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 Administrative 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 Administrative 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 Administrative 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 Administrative Agent, by notice to the Grantors, may terminate or limit the Grantors' rights under this Section 6.

7. ADMINISTRATIVE AGENT'S ACTIONS TO PROTECT INTELLECTUAL PROPERTY: In the event of:

(a) the Grantors' failure, within the time period specified in Section 7.01(e) 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,

the Administrative 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 Administrative 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 Administrative Agent may 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 Administrative Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. The Administrative 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 Administrative Agent that an Event of Default has occurred and that the Administrative Agent is authorized to exercise such rights and remedies.

9. ADMINISTRATIVE AGENT AS ATTORNEY IN FACT:

(a) The Grantors hereby irrevocably constitute and designate the Administrative 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 Administrative 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 Administrative Agent. This Agreement shall be terminated concurrently with the Security Agreement.

(c) The Administrative 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 Administrative 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 Administrative 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 Administrative Agent shall provide the Grantors with an accounting in connection with amounts received by the Administrative Agent.

10. ADMINISTRATIVE AGENT'S RIGHTS:

(a) Any use by the Administrative Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Administrative 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 Administrative 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 Administrative Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interests granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Administrative Agent, for the ratable benefit of the Secured Parties, under the Security

Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Administrative 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 IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

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, the Revolving Credit Lenders have no further commitment to lend, the Letter of Credit Outstandings have been reduced to zero or fully cash collateralized in a manner satisfactory to the Issuing Bank and the Administrative Agent, and the Issuing Bank has no further obligation to issue Letters of Credit under the Credit Agreement. 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 Loan 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 9.02(b) 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 Administrative 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 Administrative Agent.

[SIGNATURE PAGES FOLLOW]

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

BORROWER:

TWEETER OPCO, LLC

By: 
Name: George Granoff
Title: Chief Executive Officer

FACILITY GUARANTORS:

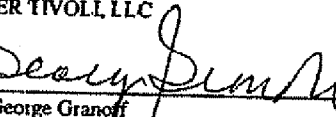
TWEETER NEWCO, LLC

By: 
Name: George Granoff
Title: Chief Executive Officer

TWEETER INTELLECTUAL PROPERTY, LLC


By: 
Name: George Granoff
Title: Chief Executive Officer

TWEETER TIVOLI, LLC

By: 
Name: George Granoff
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

WELLS FARGO RETAIL FINANCE, LLC

By: 
Name: William Chan
Title: Vice President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 003645 FRAME: 0358

EXHIBIT A

COPYRIGHTS

<i>Copyright</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Owner</i>
New England Audio home audio primer/Jon Herron	TX2841465	4/4/90	Tweeter Intellectual Property, LLC
Why buy an extended service policy	TX2090389	5/20/87	Tweeter Intellectual Property, LLC
What you need to know before you buy an amplifier, tuner, or receiver	TX2090200	5/20/87	Tweeter Intellectual Property, LLC
What you need to know before you buy speakers	TX2090199	5/20/87	Tweeter Intellectual Property, LLC
What you need to know before you buy a turntable	TX2090198	5/20/87	Tweeter Intellectual Property, LLC
What you need to know before you buy a cassette deck	TX2090197	5/20/87	Tweeter Intellectual Property, LLC
What you need to know before you buy a car stereo	TX2090196	5/20/87	Tweeter Intellectual Property, LLC
What you need to know before you buy a CD player	TX2090195	5/20/87	Tweeter Intellectual Property, LLC
What you need to know before you buy a video cassette recorder	TX2090194	5/20/87	Tweeter Intellectual Property, LLC
What you need to know before you buy a television	TX2090193	5/20/87	Tweeter Intellectual Property, LLC
Roadside repair & car care	TXu470178	4/24/91	Tweeter Intellectual Property, LLC
Sound Advice newspaper column series	TX2556213	5/3/89	Tweeter Intellectual Property, LLC

EXHIBIT B

PATENTS

<i>Patent</i>	<i>Registration No.</i>	<i>Filing Date</i>	<i>Owner</i>
Technique for Utilizing A Computer System to Provide Price Protection to Retail Customers	5,642,279	8/9/1994	Tweeter Intellectual Property, LLC

EXHIBIT C

TRADEMARKS

Trademark Summary

Active Marks - Registered:

<i>Mark</i>	<i>Serial No.</i>	<i>Registration No.</i>	<i>Filing Date</i>	<i>Reg. Date</i>
AV LD. MEMBER	78030852	2843790	10/16/00	5/18/04
PICTURE PERFECT	78050469	2728118	2/27/01	6/17/03
PROSOLUTIONS	78252234	2996948	5/20/03	9/20/05
SLAMFEST	76216722	2558525	2/28/01	4/09/02
TWEETER	78401489	3034459	4/14/04	12/27/05
TWEETER CENTER	76189459	2707657	12/26/00	4/15/03
TWEETER CENTER	76189463	2614410	12/26/00	9/3/02
TWEETER CENTER AND DESIGN	76189461	2672928	12/26/00	1/7/03
TWEETER CENTER AND DESIGN	76189462	2722072	12/26/00	6/3/03
TWEETER CENTER FOR THE PERFORMING ARTS	76189460	2609043	12/26/00	8/20/02
TWEETER CENTER FOR THE PERFORMING ARTS	76189455	2614409	12/26/00	9/3/02
TWEETER CENTER FOR THE PERFORMING ARTS AND DESIGN	76189454	2577907	12/26/00	6/11/02
TWEETER CENTER FOR THE PERFORMING ARTS AND DESIGN	76189473	2614411	12/26/00	9/3/02
TWEETER, (STYLIZED) ETC.	75189359	2097801	10/29/96	9/16/97
WISE BUYS	75287673	2165708	5/6/97	6/16/98
DOW STEREO/VIDEO	73715416	1514130	3/7/88	11/22/88
NOW! AUDIO VIDEO AND	74691411	2084559	6/21/95	7/29/97

<i>Mark</i>	<i>Serial No.</i>	<i>Registration No.</i>	<i>Filing Date</i>	<i>Reg. Date</i>
DESIGN				
BIG SCREEN CITY **	CA013064	38788	6/28/91	6/28/91

**Big Screen City is registered to Video Scene, Inc.]

Active Marks - Pending:

<i>Mark</i>	<i>Serial No.</i>	<i>Registration No.</i>	<i>Filing Date</i>	<i>Reg. Date</i>
TWEETER, HOME AND MOBILE ENTERTAINMENT MADE EASY (BLOCK LETTERS)	78689853	N/A	8/10/05	N/A
TWEETER, HOME ENTERTAINMENT MADE EASY (BLOCK LETTERS)	78689866	N/A	8/10/05	N/A
Live in Hi-Def	N/A	N/A	N/A	N/A

1029245.3