

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
Harvey Electronics, Inc.		08/21/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	YA Global Investments, L.P.		
Street Address:	101 Hudson Street		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1529043	HARVEY	
Registration Number:	1199123	HARVEY ELECTRONICS	
Registration Number:	2668874	NOT YOUR ORDINARY ELECTRONICS STORE	
Registration Number:	2061476	THE TEMPLE OF HOME THEATER	
CORRESPONDENCE DATA			
Fax Number:	(412)355-6501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-355-6785		
Email:	trademarks@klgates.com		
Correspondent Name:	George D. Dickos		
Address Line 1:	535 Smithfield Street		
Address Line 2:	Henry W. Oliver Building		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	0435135.00201		
NAME OF SUBMITTER:	George D. Dickos		

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Signature:	/George D. Dickos/
Date:	10/26/2007
Total Attachments: 5 source=TM_Security_Agreement#page1.tif source=TM_Security_Agreement#page2.tif source=TM_Security_Agreement#page3.tif source=TM_Security_Agreement#page4.tif source=TM_Security_Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Security Agreement"), dated as of August 21, 2007, between HARVEY ELECTRONICS, INC., a New York corporation (the "Grantor" and/or) and YA Global Investments, L.P., a Cayman Island exempted limited partnership (the "Lender").

WITNESETH:

WHEREAS, pursuant to a Securities Purchase Agreement, dated as of August 21, 2007 (together with all amendments, supplements, restatements and other modifications, if any, from time to time made thereto, the "Securities Purchase Agreement") between the Grantor and the as Lender (the "Lender"), has agreed to purchase up to \$6,000,000 of secured convertible debentures of the Parent (the "Convertible Debentures") subject to the terms and provisions of the Securities Purchase Agreement;

AND WHEREAS, in connection with the Securities Purchase Agreement, the Grantor has agreed to provide the Lender a general security interest, pursuant Security Agreement dated as of August 21, 2007 between the Grantor and the as Lender (the "Security Agreement") in the Pledged Collateral (as this term is defined in the Security Agreement);

AND WHEREAS, as a condition precedent to the purchasing the Convertible Debentures on the closing date under the Securities Purchase Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations (as defined in the Security Agreement);

AND WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Securities Purchase Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations by the Grantor, the Grantor does hereby mortgage, pledge and hypothecate to the Lender and grant to the Lender a security interest in all of the following property (the "Trademark Collateral"), now owned and existing:

(a) all trademarks and applications for trademarks throughout the world, including all trademarks applications in preparation for filing anywhere in the world and including each trademarks and trademarks application referred to in Schedule "A" hereto;

(b) all reissues, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all trademarks licenses and other agreements providing the Grantor with the right to use any of the items of the type referred to in clauses (a) and (b), including each trademarks license (if any) referred to in Schedule "A" hereto;

(d) the right to sue third parties for past, present or future infringements of any Trademark Collateral described in clauses (a) and (b) and, to the extent applicable, clause (c); and

(e) all proceeds of, and rights associated with, the foregoing, (including license royalties and proceeds of infringement suits), and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Lender in the Trademarks Collateral relating to patents referred to in Schedule "A" with the United States Patent and Trade Mark Office, to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the full performance of the Securities Purchase Agreement, the Lender shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on any security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by references herein as if fully set forth herein.

SECTION 6. Securities Purchase Agreement. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Securities Purchase Agreement, the provisions of the Securities Purchase Agreement shall take precedence over those contained herein and, in particular, if any act of the Grantor is expressly permitted under the Securities Purchase Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Securities Purchase Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by the Agent in accordance with the terms of the Securities Purchase Agreement.

SCHEDULE "A"

**U.S. Letters Patent And Applications
For Letters Patent Of Harvey Electronics, Inc.**

Holder	Title	Filing Date	Application Number	Class	Issue Date	Registration Number
Harvey Electronics, Inc.	"Harvey"	October 20, 1980	03737262	Intl. Class 42	June 22, 1982	1529043
				Intl. Class 42		
Harvey Group, Inc.	"Harvey Electronics"	June 30, 1988	03282671		March 7, 1989	1199123
	"Not Your Ordinary Electronics Store"	February 25, 2003		Intl Class 35		
Harvey Electronics, Inc.			06375834		December 31, 2002	2668874
				Intl Class 42		
Harvey Group, Inc. DBA Harvey Electronics, Inc.	"The Temple of Home Theater"	June 28, 1996	05127222		May 13, 1997	2061476