# 7884/481

OP \$40.00 788

# 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
InterTan Canada Ltd.		04/09/2008	CORPORATION: CANADA

# RECEIVING PARTY DATA

Name:	Circuit City Stores West Coast, Inc.	
Street Address:	9250 Sheridan Boulevard	
City:	Westminster	
State/Country:	COLORADO	
Postal Code:	80031	
Entity Type:	CORPORATION: CALIFORNIA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78847481	NX2 NEXXTECH

# **CORRESPONDENCE DATA**

Fax Number: (804)698-2205

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 804-775-7368

Email: dsmith@mcguirewoods.com

Correspondent Name: Douglas B. Smith
Address Line 1: 901 East Cary Street
Address Line 2: One James Center

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Douglas B. Smith
Signature:	/Douglas B. Smith/
Date:	04/15/2008

Total Attachments: 3

TRADEMARK
REEL: 003760 FRAME: 0127

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TRADEMARK REEL: 003760 FRAME: 0128

#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of April 9, 2008, and effective as of this date, is made between InterTan Canada Ltd., a Canadian corporation with offices located at 279 Bayview Drive Barrie, Ontario, Canada L4M 2W5 ("Assignor"), in favor of Circuit City Stores West Coast, Inc., a California corporation with offices located at 9250 Sheridan Boulevard Westminster, Colorado 80031 ("Assignee").

WHEREAS, Assignor desires to convey to Assignee all right, title, and interest in and to the Trademark (as defined below); and

WHEREAS, Assignee desires to acquire the Trademark;

NOW, THEREFORE, in consideration of the premises and mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

- Assignor does hereby irrevocably and unconditionally sell, assign, convey, transfer and deliver to Assignce and its successors and assigns, to and for its or their use forever all of the right, title, and interest of the Assignor in and to the trademark set forth on Schedule 1 attached hereto (the "Trademark") free and clear of all encumbrances, together with the goodwill that the Assignor and his licensees have developed in the Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by the Assignors had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Assignee include the common law rights of the Assignor and rights in the pending application for the Trademark.
- 2. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Trademark, and to receive any and all damages awarded as a result of any such claim.
- 3. The terms and provisions of this Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns
- 4. Nothing in this Assignment is intended to or shall confer upon any person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.
- 5. This Assignment shall be governed by and construed and enforced in accordance the laws of the Commonwealth of Virginia without regard to conflicts of law provisions thereof.

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above

Acknowledged by:

CIRCUIT CITY STORES WEST COAST, INC.

By: Name: Regnald Hedgineth Title: 500 + 60

**TRADEMARK REEL: 003760 FRAME: 0130** 

# SCHEDULE 1

# <u>Trademark</u>

NX2 NEXXTECH & Design
 U.S. Trademark Serial Number: 78/847,481
 Application Filing Date: March 28, 2006

**TRADEMARK REEL: 003760 FRAME: 0131** 

**RECORDED: 04/15/2008**