

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harvey Electronics, Inc.		02/23/2009	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YA Global Investments, L.P.		
<b>Street Address:</b>	101 Hudson Street		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2668874	NOT YOUR ORDINARY ELECTRONICS STORE	
Registration Number:	1529043	HARVEY	
Registration Number:	1199123	HARVEY ELECTRONICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216.479.8500		
<b>Email:</b>	trademark@ssd.com		
<b>Correspondent Name:</b>	Patrick J. Burke		
<b>Address Line 1:</b>	Squire, Sanders & Dempsey L.L.P.		
<b>Address Line 2:</b>	4900 Key Tower, 127 Public Square		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1304		
<b>ATTORNEY DOCKET NUMBER:</b>	101530.00002		
<b>NAME OF SUBMITTER:</b>	Patrick J. Burke		

CH \$90.00 2668874

Signature:	/Patrick J. Burke/
Date:	03/05/2009
<b>Total Attachments: 4</b> source=Acceptance_of_Collateral_in_Partial_Satisfaction#page1.tif source=Acceptance_of_Collateral_in_Partial_Satisfaction#page2.tif source=Acceptance_of_Collateral_in_Partial_Satisfaction#page3.tif source=Acceptance_of_Collateral_in_Partial_Satisfaction#page4.tif	

## CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this "Agreement") is entered into as of February 23, 2009 by and between Harvey Electronics, Inc. ("Harvey") and YA Global Investments, L.P. ("YA Global").

### RECITALS

- A. Harvey and YA Global are parties to that certain Secured Convertible Debenture No. HRVE-1-3 dated August 21, 2007 in the original principal amount of \$4,000,000 (the "Debenture").
- B. Pursuant to the Debenture, Harvey and YA Global entered into a Security Agreement dated as of August 21, 2007 (the "Security Agreement"), whereby Harvey granted to YA Global a security interest in the assets of Harvey.
- C. As of the date hereof, the principal amount of the obligations owed by Harvey to YA Global under the Debenture is \$3,741,384.
- D. In partial satisfaction of the Obligations (as defined in the Security Agreement) owing to YA Global from Harvey, Harvey desires to assign to YA Global all of its worldwide rights, title and interest in and to the assets listed on Exhibit A attached hereto, and all applications therefor, along with any goodwill relating thereto (the "Collateral").
- E. Capitalized terms used herein and not defined herein have the meanings assigned thereto in the Security Agreement.

### AGREEMENTS

1. Consent to Assignment. Harvey hereby consents to an acceptance of its worldwide rights, title and interest in and to the Collateral, and all applications therefor, along with any goodwill relating thereto, by YA Global in satisfaction of \$10,000 of Harvey's Obligations in accordance with the provisions of Section 9-620 of the Uniform Commercial Code as adopted by the State of New York. Harvey hereby represents and warrants to YA Global that no other liens or security interests exist with respect to the Collateral other than the liens in favor of YA Global. Harvey hereby agrees to deliver the Collateral to YA Global contemporaneously with the execution of this Agreement.
2. Acceptance of Assignment. YA Global hereby accepts the assignment of the Collateral by Harvey in satisfaction of \$10,000 of Harvey's Obligations.
3. Further Agreements. The parties hereby agree that after the transfer of the Collateral to YA Global, the aggregate principal amount owing under the Debenture shall be \$3,731,384 and interest shall continue to accrue on such amount in accordance with the Debenture.

Harvey further agrees that to the extent that the assignment of Collateral contemplated hereby to YA Global or any payment by Harvey to YA Global is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or

required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds repaid, the Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such Collateral, payment or proceeds had not been received by YA Global.

4. Representations. Harvey hereby represents and warrants that the fair value of the Collateral being transferred to YA Global is not greater than the amount of the Obligations deemed satisfied by such transfer.

5. No Amendment. Harvey acknowledges and agrees that (i) the terms and conditions of the Debenture and other Transaction Documents are not amended or superseded by the terms and conditions of this Agreement except as expressly provided in Section 3 above and (ii) the Transaction Documents, including, without limitation, the Debenture and the Security Agreement, remain in full force and effect and the provisions thereof are enforceable against the respective parties in accordance with their respective terms.

6. Further Assurances. Harvey agrees that it shall take such further acts, and cause the other to take such further acts, and execute and acknowledge and deliver to YA Global, any and all further documents or instruments as may be requested by YA Global to carry out the intent and the purpose of this Agreement, including, without limitation, any actions necessary to transfer all of Harvey's rights to the Collateral to YA Global.

7. Counterparts; Effectiveness. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of the original executed counterpart of this Agreement.


8. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of New York and the obligations, rights and remedies of the parties under this Agreement shall be determined in accordance with such laws.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives as of the date first above written.

HARVEY ELECTRONICS, INC.

By:   
Name: M. Recca  
Its: CEO

YA GLOBAL INVESTMENTS, L.P.

By: Yorkville Advisors, LLC, its  
Investment Manager  
By:   
Name: David Gonzalez  
Its: General Counsel + Member.

**EXHIBIT A**  
**COLLATERAL**

Two 2000 Nissan UD 18' box trucks

One Xerox Workcentre 5665 copy machine

Three theater chairs

Trademark - "Not Your Ordinary Electronics Store", registration number 2668874

Trademark - "Harvey", registration number 1529043

Trademark - "Harvey Electronics", registration number 1199123