

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/01/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Trident Growth Fund, LP		07/01/2009
			Entity Type LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Curtis Mathes Holdings, LLC		
Street Address:	270 N. Denton Tap Road, Suite 100		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2491241	CURTIS MATHES
CORRESPONDENCE DATA			
Fax Number:	(832)446-2443		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	832-446-2400		
Email:	WCTrademark@counselip.com		
Correspondent Name:	John C. Cain		
Address Line 1:	Wong Cabello Lutsch Rutherford & Bruccul		
Address Line 2:	20333 Tomball Parkway, 6th Floor		
Address Line 4:	Houston, TEXAS 77070		
ATTORNEY DOCKET NUMBER:	712-0012US		
NAME OF SUBMITTER:	Kathleen E. Clavenna		

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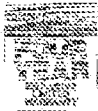
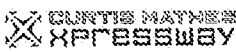
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**TRADEMARK
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Signature:	/Kay Clavenna/
Date:	08/12/2009
Total Attachments: 3 source=Curtis Mathes Holdings - CURTIS MATHES Nunc Pro Tunc IP Assignment#page1.tif source=Curtis Mathes Holdings - CURTIS MATHES Nunc Pro Tunc IP Assignment#page2.tif source=Curtis Mathes Holdings - CURTIS MATHES Nunc Pro Tunc IP Assignment#page3.tif	

**NUNC PRO TUNC ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

WHEREAS, **Trident Growth Fund, LP**, a Delaware limited partnership whose general partner is Trident Management, LLC, a Texas Corporation (hereinafter referred to as "Assignor"), having a place of business located at 8935 Gaylord, Suite 189, Houston, Texas 77024, owns the trademarks set forth below, one of which is the subject of a United States Trademark Registration and foreign applications and/or registrations and the rest of which were previously the subject of United States Trademark Applications and Registrations, as set forth below (hereinafter referred to as the "Trademarks"):

<u>U.S. Registration No.</u>	<u>Trademark</u>	<u>U.S. Registration Date</u>
2,491,241	CURTIS MATHES	September 18, 2001
1,110,836	CURTIS MATHES	January 9, 1979
2,190,392	CURTIS MATHES XPRESSWAY	September 22, 1998
1,158,474	CURTIS MATHES CENTERS	June 23, 1981
1,147,077	MATHES	February 17, 1981
1,255,573	CURTIS MATHES HOME ENTERTAINMENT CENTER	October 25, 1983
N/A	CURTIS MATHES FOUR YEAR EXCLUSIVE LIMITED WARRANTY	N/A
2,189,394	CurtisMathes	September 15, 1998
1,328,184	Curtis Mathes	April 2, 1985
1,257,530	WORLD OF CURTIS MATHES	November 15, 1983
1,376,981 1,377,667		January 7, 1986
2,199,717		October 27, 1998

<u>U.S. Registration No.</u>	<u>Trademark</u>	<u>U.S. Registration Date</u>
1,422,382	Nobody but nobody but Curtis Mathes can give you all this for only 19.95 a week	December 23, 1986
1,472,031	 Signature SERIES BY CURTIS MATHES	January 12, 1988
860,448	 Curtis Mathes	November 19, 1968
861,313	 CM CURTIS MATHES	December 3, 1968

<u>Registration No.</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration Date</u>
TMA727,841	Canada	CURTIS MATHES	November 6, 2008
5,751,938	European Community	CURTIS MATHES	March 12, 2007
1,067,255	Mexico	CURTIS MATHES	October 20, 2008

<u>Application No.</u>	<u>Country</u>	<u>Trademark</u>	<u>Application Date</u>
6,252,642	China	CURTIS MATHES	August 31, 2007

WHEREAS, Assignor also owns certain creative rights, commercial text, advertising campaigns, copyright works, reproduction rights, and designs (hereinafter referred to as the "Copyrights"), relating to the advertising and promotion of goods and services offered by Assignor and/or predecessors in interest under and/or including the Trademarks;

WHEREAS, **CURTIS MATHES HOLDINGS, LLC**, a Delaware limited liability company (hereinafter referred to as "Assignee"), having a place of business located at 270 N. Denton Tap Road, Suite 100, Coppell, Texas, 75019, is desirous of acquiring all right, title and interest in and to the Trademarks and the Copyrights, including any choses in action relating to said Trademarks and Copyrights, together with the goodwill of the business symbolized by the

Trademarks and the application and registrations thereof set forth above as the successor to the portion of the business of the Assignor to which the Trademarks and Copyrights pertain; and

WHEREAS, it is desired that the assignment of the trademark application and registrations listed above be made a matter of record in the United States Patent and Trademark Office and the respective international trademark offices.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and interest in and to the aforesaid Trademarks and Copyrights, including any choses in action relating to said Trademarks and Copyrights, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademarks and Copyrights accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademarks, and including the application and registrations thereof as set forth above, nunc pro tunc effective **July 1, 2009**, and further, Assignor hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks and Copyrights hereby assigned, all without further compensation to Assignor.

TRIDENT GROWTH FUND, LP

By:  _____

Name: Scotty Cox

Title: G.P.