

TO: RYAN ANN BICKLEY COMPANY: 300 RADIO SHACK CIRCLE

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**10/26/2009**  
**900146148**

<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>
Tandy Finance Corporation		01/01/2000	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRS Quality, Inc.		
<b>Street Address:</b>	2751 Centerville Rd		
<b>Internal Address:</b>	Suite 335		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	CORPORATION: <i>Delaware</i>		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1568597	RADIO SHACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(817)415-6593		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	817 415 8541		
<b>Email:</b>	ryan.ann.bickley@radioshack.com		
<b>Correspondent Name:</b>	Ryan Ann Bickley		
<b>Address Line 1:</b>	300 RadioShack Circle		
<b>Address Line 2:</b>	MS # CF4-101		
<b>Address Line 4:</b>	Fort Worth, TEXAS 76102		
<b>NAME OF SUBMITTER:</b>	Ryan Ann Bickley		
<b>Signature:</b>	/ryan ann bickley/		
<b>Date:</b>	10/26/2009		

CH \$40.00 1568597

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**Total Attachments: 7**

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COPY

**TANDY FINANCE CORPORATION  
TRANSFER AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January, 2000, between Tandy Finance Corporation, a Delaware corporation with its principal offices located at 100 Throckmorton Street, Suite 1800, Fort Worth, Texas 76102 (hereinafter "TFC") and TRS Quality, Inc., a Delaware corporation with its principal offices located at 2751 Centerville Rd., Suite 335, Wilmington, Delaware 19808 (hereinafter "TRS").

WHEREAS, TFC holds and manages a portfolio of tradenames, service marks and trademarks and the goodwill associated therewith (hereinafter "Marks"); a list of these marks are attached as Exhibit "A"; and

WHEREAS, TRS desires to acquire these Marks; and

WHEREAS, TFC desires to make a capital contribution to TRS of the Marks in exchange for 1,000 shares of the common stock of TRS, par value \$0.01 per share.

NOW, THEREFORE, in consideration of the premises hereinafter set forth, it is hereby agreed as follows:

I. TFC hereby assigns to TRS all of its rights, title and interest in those tradenames, service marks and trademarks, together with appurtenant goodwill, hereto attached as Exhibit "A".

II. TFC further agrees:

- a. To execute such additional assignment and transfer documents for said Marks as may be reasonably requested by TRS for purposes of effecting the assignments hereunder and for recording such assignments with governmental agencies;
- b. To transfer upon request all files and other documents in the possession or control of TFC or copies thereof relative to the selection of trademarks and service marks, prosecution of applications therefor, and the maintenance and enforcement of all registrations and common law rights therein;
- c. To notify TRS of all due dates for renewals, use requirements and of other obligations that may affect the validity or enforcement of any rights herein transferred, in sufficient time for TRS to determine its interest, and in the absence of instructions from TRS, to maintain in full force and effect all trademark and service mark rights herein transferred by payment of all fees, annuities, taxes and the like and to continue prosecution of all pending or new applications; and

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- d. To maintain all dockets, records, and computer programs for controlling trademark and service mark maintenance as well as applications and registrations therefore, at TRS's cost and expense, and to make such records and all data and data base information available to TRS for review, at TFC's corporate office during normal business hours or to make hard copy printouts for TRS upon request

III. TRS agrees:

- a. To pay all expenses and fees, including attorney's fees, for preparation of all documents to assign the Marks and for the recording thereof as well as for any related recordings.
- b. To issue to TFC stock certificates representing 1,000 shares of TRS common stock, par value \$0.01 per share, for the consideration of the assignment of the Marks as evidenced by this agreement.
- c. To pay all expenses and fees, including attorney's fees, for the preparation and filing of registered user applications and the registration thereof, or for the required recording of licensees and the like in any of the foreign countries or the United States in which the Marks are registered;
- d. That TFC and/or its agents may continue to prosecute all presently pending applications for Marks and that TFC is to continue to supervise all enforcement actions involving Marks against third parties, arising prior to the date hereof, through the judgment or other resolution as may reasonably be necessary to protect the interests of TRS, including the obtaining of assignments where necessary and the later assignment to TRS. Any such prosecution and/or supervision shall be subject to the control and supervision of TRS and any trademarks or service marks acquired by assignment shall be promptly assigned to TRS. For further requirements as to the rights of TFC and TRS with regards to these and other related matters reference is hereby made to the License Agreement to be executed by the parties as provided for herein;
- e. To reimburse TFC for reasonable legal fees and for any services rendered and expenses related thereto in the prosecution of applications involving Marks and for the handling or supervision of any enforcement actions involving Marks hereunder, as TFC has the expertise and knowledge from previously handling enforcement and prosecution actions involving Marks;
- f. To pay all sales, transfer and other taxes which may be associated with the transfer of any assets pursuant hereto; and

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**IV. Representations and Warranties****a. TFC represents, warrants and agrees:**

1. That TFC is duly organized and is validly existing under the laws of the State of Delaware, and has the corporate power to own its property and to carry on its business as now being conducted. That TFC has full corporate power and authority to enter into this Agreement which, when executed and delivered, will constitute the valid and binding obligation (limited, however, to the express representations and warranties of this section) of TFC enforceable in accordance with its terms.
2. That as of the date hereof TFC has a good faith belief, based on information provided to it from time to time by counsel, that it has good and marketable title to the Marks, except as previously disclosed to TRS, and that there are no pending or threatened actions, suits or proceedings which could adversely impair the value of the Marks or challenge the validity or ownership thereof except as may be set forth in any claim file related to the Marks. Notwithstanding the representations and warranties in the previous sentence, TFC expressly does not represent that the attached Exhibit A is accurate and complete or that liens or encumbrances do not in fact exist.
3. That in the event that liens, claims, challenges, abandonments, defects or encumbrances exist that are unknown to TFC, TFC will make every reasonable effort in cooperation with TRS, to remove, advise TRS of or resolve such defects prior and subsequent to the date of this Agreement; and
4. That if in the course of TFC's activities by maintaining or enforcing Marks pursuant to this Transfer Agreement, a substantial conflict arises between the interests of TFC and TRS, TFC shall promptly call the conflict to the attention of TRS.

- b.** TRS represents, warrants and agrees that TRS is duly organized and is validly existing under the laws of the State of Delaware and has full corporate power and authority to enter into this Agreement which, when executed and delivered, will constitute the valid and binding obligation of TRS enforceable in accordance with its terms.

**V. Post Effective Date Actions.**

TFC further agrees to execute after the effective date such additional documents as may be reasonably required, without further compensation, but at no expense to TFC, to perfect the assignment herein contemplated, including any additional trademark or service mark registrations and/or applications that should have been included in Exhibit A, whether or not subsequently discovered, as well as any additional assignment documents.

**VI. Costs**

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TRS covenants and agrees to pay costs and expenses of the performance of and compliance with all transactions contemplated by this Agreement including but not limited to all taxes, including value added taxes and recording fees, other than income taxes assessable by the United States or any other governmental entity that may arise as a result of the assignment contemplated by this Agreement.

**VII. Indemnification**

TFC hereby agrees to indemnify, defend and hold TRS harmless from, against in respect of (and shall on demand reimburse TRS for):

- a. any and all damages and costs whatsoever, including actual attorneys' fees, arising from any actions, causes of action, claims and/or demands made by anyone regarding the Marks prior to the effective date hereof; and
- b. any and all loss, liability or damage suffered or incurred by TRS by reasons of any untrue representation, breach of warranty or non-fulfillment of any covenant by TFC contained herein, including any adverse claim to the Marks known to TFC, based upon events occurring prior to the transfer of the Marks.

**VIII. Notice**

Any notice required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered or mailed by certified or registered mail, return receipt requested, addressed as follows:

If to TRS	2751 Centerville Road Suite 335 Wilmington, Delaware 19808
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If to TFC	100 Throckmorton Street Suite 1800 Fort Worth, Texas 76102
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(or to such other address as any party shall specify in a written notice so given), and shall be deemed to have been delivered as of the date so personally delivered or mailed.

**IX. Binding Effect; Benefits**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective herein successors, executors, administrators and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**X. Entire Agreement**

TO: RYAN ANN BICKLEY COMPANY 300 RADIOSHACK CIRCLE

This Agreement, together with the Exhibits and other documents contemplated hereby, constitutes the final written expression of all of the agreements between the parties, and is a complete and exclusive statement of those terms. It supersedes all understanding and negotiations concerning the matters specified herein. Any representations, promises, warranties or statements made by any party that differ in any way from the statements made by any party that differ in any way from the terms of this written Agreement and the Exhibits and other documents contemplated hereby, shall be given no force or effect. The parties specifically represent, each to the other, that there are no additional or supplemental agreements between them related in any way to the matters herein contained unless specifically included or referred to herein. No addition to or modification of any provision of this Agreement shall be binding upon any party unless made in writing and signed by an officer of both parties.

**XI. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas

**XII. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**XIII. Headings**

Headings of the Articles and Sections of this Agreement are for the convenience of the parties only and shall be given no substantive or interpretive effect whatsoever.

**XIV. Merger of Documents**

This Agreement and all agreements and documents contemplated hereby constitute one agreement and are interdependent upon each other in all respects.

**XV. Incorporation of Exhibits**

All Exhibits attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

**XVI. Severability**

If, for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other cases or of rendering any of the provisions of this Agreement inoperative, unenforceable or invalid.

**XVII. Assignability**

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Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto, with the exception that either party may assign any of their rights hereunder, in whole or in part, to a subsidiary provided it gives the other party notice of said assignment.

IN WITNESS WHEREOF the parties have hereunto set their hands effective as of the date first written above.

TANDY FINANCE CORPORATION

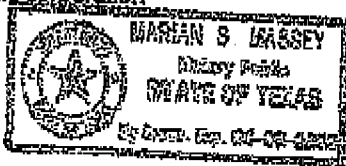
By: *Mark Hill*  
Mark Hill  
Title: Vice President and Secretary

TRS QUALITY, INC.

By: *Joel Tiede*  
Joel Tiede  
Title: President

State of Texas  
County of Tarrant

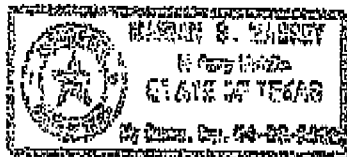
This instrument was acknowledged before me on January 1, 2000 by Mark Hill, Vice President and Secretary of Tandy Finance Corporation, a Delaware corporation, on behalf of said corporation



*Marianne S. Massey*

State of Texas  
County of Tarrant

This instrument was acknowledged before me on January 1, 2000 by Joel Tiede, President of TRS Quality, Inc., a Delaware corporation, on behalf of said corporation



*Marianne S. Massey*



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UNIT NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	DATE	STATUS
12302231	3000010001	01	118.00	118.00	10/27/09	OK
12302232	3000010001	01	118.00	118.00	10/27/09	OK
12302233	3000010001	01	118.00	118.00	10/27/09	OK
12302234	3000010001	01	118.00	118.00	10/27/09	OK
12302235	3000010001	01	118.00	118.00	10/27/09	OK
12302236	3000010001	01	118.00	118.00	10/27/09	OK
12302237	3000010001	01	118.00	118.00	10/27/09	OK
12302238	3000010001	01	118.00	118.00	10/27/09	OK
12302239	3000010001	01	118.00	118.00	10/27/09	OK
12302240	3000010001	01	118.00	118.00	10/27/09	OK
12302241	3000010001	01	118.00	118.00	10/27/09	OK
12302242	3000010001	01	118.00	118.00	10/27/09	OK
12302243	3000010001	01	118.00	118.00	10/27/09	OK
12302244	3000010001	01	118.00	118.00	10/27/09	OK
12302245	3000010001	01	118.00	118.00	10/27/09	OK
12302246	3000010001	01	118.00	118.00	10/27/09	OK
12302247	3000010001	01	118.00	118.00	10/27/09	OK
12302248	3000010001	01	118.00	118.00	10/27/09	OK
12302249	3000010001	01	118.00	118.00	10/27/09	OK
12302250	3000010001	01	118.00	118.00	10/27/09	OK