

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
Ultimate Acquisition Partners, L.P.		07/26/2010	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	777 Long Ridge Road
Internal Address:	Bldg. A
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06927
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2946802	BIG NAMES. LITTLE PRICES. GUARANTEED.
Registration Number:	3106188	DISCOVER THE ULTIMATE EXPERIENCE
Registration Number:	2923407	EXPERIENCE MORE WITHOUT PAYING MORE
Registration Number:	1896493	FAST TRAK
Registration Number:	3299268	INTECHXICATION
Registration Number:	3314431	IT'S YOUR RIDE, DON'T SETTLE.
Registration Number:	2344610	SIMPLE SOLUTION
Registration Number:	3331397	TECHNOLOGIZE RESPONSIBLY
Registration Number:	3084446	THE ULTIMATE BASEMENT
Registration Number:	2930710	TRUE BLUE GUARANTEES
Registration Number:	2678275	ULTIMATE ELECTRONICS
Registration Number:	1949352	ULTIMATE ELECTRONICS

OP \$315.00 2946802

CORRESPONDENCE DATA

Fax Number: (404)541-4710
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-6565
Email: laallen@kilpatrickstockton.com
Correspondent Name: Mike Parisi, Esq.
Address Line 1: Kilpatrick Stockton LLP
Address Line 2: 1100 Peachtree Street, Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	299969
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	07/27/2010

Total Attachments: 5

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**FIRST AMENDMENT TO
TRADEMARK COLLATERAL SECURITY
AND PLEDGE AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this “**Amendment**”) is made and entered into as of July 26, 2010, by and between **ULTIMATE ACQUISITION PARTNERS, L.P.**, a Delaware limited partnership (“**Assignor**”), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as agent (in such capacity, the “**Agent**”) for the Lenders under the Loan Agreement hereinafter defined.

WITNESSETH:

WHEREAS, Assignor is a party to that certain Loan and Security Agreement, dated as of September 13, 2005 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the “**Loan Agreement**”; all capitalized terms used herein shall have the respective meanings assigned thereto in the Loan Agreement unless otherwise defined herein), by and among Agent, the Lenders and Issuing Lenders party thereto from time to time, and the other Credit Parties party thereto from time to time, pursuant to which the Lenders and the Issuing Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Assignor and Agent are parties to that certain Trademark Collateral Security and Pledge Agreement, dated as of September 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), wherein the Assignor granted a security interest in the Pledged Trademarks (as such term is defined in the Trademark Security Agreement); and

WHEREAS, Assignor and Agent desire to amend the Trademark Security Agreement subject to, and in accordance with, the terms of this Amendment.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. To secure the prompt and complete payment and performance of all of the Obligations, Assignor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent, for itself and the benefit of the Lender Group, a Lien upon all of the right, title and interest of Assignor in, to and under the following, whether presently existing or hereafter created or acquired:

(a) all of its Pledged Trademarks, including that which is referred to below:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
IT'S YOUR RIDE, DON'T SETTLE	3,314,431	10/16/07

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Pledged Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present or future (i) infringement or dilution of any Pledged Trademark and (ii) injury to the goodwill associated with any Pledged Trademark.

2. Amendment. Schedule A to the Trademark Security Agreement is hereby amended by deleting such schedule in its entirety and substituting in lieu thereof the Schedule A attached hereto.

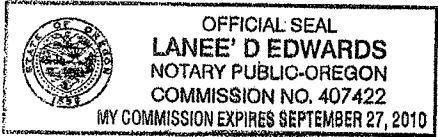
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IN WITNESS WHEREOF, Assignor has caused this First Amendment to Trademark Collateral Security and Pledge Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ULTIMATE ACQUISITION PARTNERS, L.P.

By: _____
Name: Mark J. Wattles
Title: Chairman

State of Oregon)
) ss.
County of Multnomah)

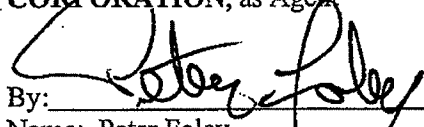


Sworn to and subscribed before me this
22nd day of July 2010: by Mark J. Wattles

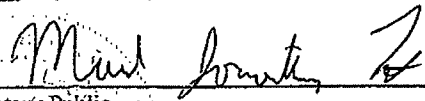
Lanee' D. Edwards
Notary Public - Oregon
My Commission Expires September 27, 2010

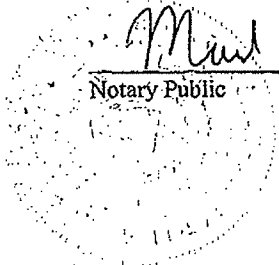
ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: 
Name: Peter Foley
Title: Its Duly Authorized Signatory

Sworn to and subscribed before me this
11 day of July 2010:


Notary Public



SCHEDULE A

I. TRADEMARK REGISTRATIONS

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BIG NAMES. LITTLE PRICES. GUARANTEED.	2,946,802	05/03/05
DISCOVER THE ULTIMATE EXPERIENCE	3,106,188	06/20/06
EXPERIENCE MORE WITHOUT PAYING MORE	2,923,407	02/01/05
FAST TRAK	1,896,493	05/30/95
INTECHXICATION	3,299,268	09/25/07
IT'S YOUR RIDE, DON'T SETTLE.	3,314,431	10/16/07
SIMPLE SOLUTION.	2,344,610	04/25/00
TECHNOLOGIZE RESPONSIBLY	3,331,397	11/06/07
THE ULTIMATE BASEMENT THE ULTIMATE BASEMENT	3,084,446	04/25/06
TRUE BLUE GUARANTEES TRUE BLUE GUARANTEES	2,930,710	03/08/05
ULTIMATE ELECTRONICS	2,678,275	01/21/03
ULTIMATE ● ELECTRONICS	1,949,352	01/16/96

II. TRADEMARK APPLICATIONS

None

III. TRADEMARK LICENSES

None