

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
Mr. Appliance Corp.		12/23/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as agent		
Street Address:	30 S Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2303149		
Registration Number:	3243397		
Registration Number:	2156331	MR APPLIANCE EXPERT APPLIANCE REPAIR	
Registration Number:	2176306	MR. APPLIANCE	
Registration Number:	3508434	MR. APPLIANCE EXPERT APPLIANCE REPAIR	
Registration Number:	3634525	SERVICE ON YOUR SCHEDULE	
Registration Number:	3634627	SOS	
Registration Number:	3236386	TOOLBOX	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125586352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 West Wacker Drive		

CH \$215.00 2303149

Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	6737-133
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	12/28/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the date set forth in the signature page below, is made by Mr. Appliance Corp., a Texas corporation (herein referred to as "Grantor") in favor of Madison Capital Funding LLC, as agent for the Lenders (as defined below) (the "Agent") for the Lenders party to the Credit Agreement (as defined below).

WHEREAS, the Grantor owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses (as defined in the Guarantee and Collateral Agreement referred to below);

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among the Borrowers (as defined in the Credit Agreement), Holdings (as defined in the Credit Agreement), the other persons party thereto as Loan Parties (as defined in the Credit Agreement), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and the Agent; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a Lien (as defined in the Credit Agreement) on the Collateral (as defined in the Credit Agreement), including the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a Lien in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, subject to the rights of the licensors therein, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property

rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof, all subject to and in accordance with, the Credit Agreement and the Collateral Agreement.

The foregoing Lien is granted in conjunction with the Lien granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the Lien in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22 day of December, 2010.

MR. APPLIANCE CORP.

By: 

Name: Samuel L. Katz
Title: Vice President

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: _____

Name:
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004442 FRAME: 0019**

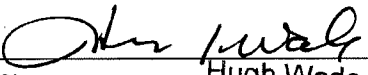
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of December, 2010.

MR. APPLIANCE CORP.

By: _____
Name:
Title:

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC, as
Agent**





By: 
Name: Hugh Wade
Title: Chief Administrative Officer
Senior Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004442 FRAME: 0020**

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS APPLICATIONS AND REGISTRATIONS

MARK	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
DESIGN ONLY 	U.S. Federal	75206228 12/2/1996	2303149 12/28/1999	Mr. Appliance Corp.
DESIGN ONLY 	U.S. Federal	76663465 7/21/2006	3243397 5/22/2007	Mr. Appliance Corporation
MR APPLIANCE EXPERT APPLIANCE REPAIR 	U.S. Federal	75204002 11/21/1996	2156331 5/12/1998	Mr. Appliance Corp.
MR. APPLIANCE	U.S. Federal	75233912 1/30/1997	2176306 7/28/1998	Mr. Appliance Corp.
MR. APPLIANCE EXPERT APPLIANCE REPAIR 	U.S. Federal	77410564 3/1/2008	3508434 9/30/2008	Mr. Appliance Corporation
SERVICE ON YOUR SCHEDULE	U.S. Federal	77595119 10/17/2008	3634525 6/9/2009	Mr. Appliance Corporation
SOS	U.S. Federal	77601613 10/27/2008	3634627 6/9/2009	Mr. Appliance Corporation
TOOLBOX	U.S. Federal	78769968 12/9/2005	3236386 5/1/2007	Mr. Appliance Corporation