# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360312

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| CircuitCity.com Inc. | | 10/23/2015 | CORPORATION: DELAWARE |
| Circuit City Stores West Coast, Inc. | | 10/23/2015 | CORPORATION: CALIFORNIA |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | C&R Holding Group, Corp. |
| **Street Address:** | 800 Annadale Road |
| **City:** | Staten Island |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10312 |
| **Entity Type:** | CORPORATION: DELAWARE |

**PROPERTY NUMBERS Total: 11**

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 86732352 | CIRCUIT CITY |
| **Registration Number:** | 3419172 | THE CITY |
| **Registration Number:** | 3856567 | CIRCUIT CITY |
| **Registration Number:** | 4071793 | CIRCUIT CITY |
| **Registration Number:** | 3427528 | THE CITY |
| **Registration Number:** | 2202309 | CIRCUIT CITY |
| **Registration Number:** | 1966767 | CIRCUIT CITY |
| **Registration Number:** | 1121646 | CIRCUIT CITY |
| **Registration Number:** | 1880174 | CIRCUIT CITY EXPRESS |
| **Registration Number:** | 2425092 | CIRCUIT CITY PLUS |
| **Registration Number:** | 1369581 | CIRCUIT CITY |

OP $290.00 86732352

**CORRESPONDENCE DATA**

**Fax Number:** 3017624056

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** (301) 424-3640

**Email:** efile@usiplaw.com

**Correspondent Name:** Ira C. Edell

| | |
|---|---|
| **Address Line 1:** | EDELL, SHAPIRO & FINNAN, LLC |
| **Address Line 2:** | 9801 Washingtonian Boulevard, Suite 750 |
| **Address Line 4:** | Gaithersburg, MARYLAND 20878 |

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 0925.0021M |
| **NAME OF SUBMITTER:** | Ira C. Edell |
| **SIGNATURE:** | /Ira C. Edell/ |
| **DATE SIGNED:** | 10/28/2015 |

**Total Attachments: 6**

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source=2015.10.28 Circuit City Asset Acquisition document#page5.tif
source=2015.10.28 Circuit City Asset Acquisition document#page6.tif

# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), is entered into as of October __, 2015, among CircuitCity.com Inc., a Delaware corporation ("**CircuitCity.com**"), Circuit City Stores West Coast, Inc., a California corporation ("**Circuit City West Coast**" and collectively with CircuitCity.com, the "**Assignors**") and C&R Holding Group, Corp., a Delaware corporation ("**Assignee**").

WHEREAS, Assignee is hereby acquiring from Assignor all of Assignor's rights, title and interest to and under the "Circuit City" and "The City" and related trademarks (which includes all existing and all pending registrations and/or renewals thereof) as set forth on Exhibit A and all goodwill associated with such trademarks (collectively, the "**Marks**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, conveys, and transfers to Assignee, and Assignors received, all of Assignors' rights, title, and interest in, to and under the Marks, including all associated goodwill and the right to sue for collected damages for infringements and past infringements thereof.

2. Recordation. The parties agree that this Agreement may be recorded with the United States Patent and Trademark Office (the "**PTO**") or other governing authority, and similar offices and authorities in jurisdictions other than the United State, and the parties hereby authorize the PTO, and such offices and authorities in jurisdictions other than the United States, to record this Agreement.

3. Further Assurances. From time to time after the Closing, without additional consideration, Assignors hereto will execute and deliver such further instruments and take such further action as may be necessary or reasonably requested by Assignee to effectuate the assignment and transfer of the Marks.

4. Attorney in Fact. Assignors hereby appoints Assignee as its attorney-in-fact, with full authority in the place and stead of Assignors, and in the name of Assignors, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Agreement and Assignee's rights in the Marks.

5. Counterparts. This Trademark Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement. Faxed or PDF signatures/confirmations shall be deemed sufficient for all purposes.

6. Governing Law; Venue. This Trademark Assignment will be governed by laws of the State of New York. Each party hereby irrevocably consents to exclusive personal jurisdiction and venue in the state and federal courts located in the State of New York, County of Westchester, with respect to any actions arising out of or in connection with this Trademark Assignment.

IN WITNESS WHEREOF, Assignors has duly executed and delivered this Trademark Assignment as of the date first above written.

**CIRCUITCITY.COM INC.**

By: [signature]
Name: Lawrence Reinhold
Title: VP

**CIRCUIT CITY STORES WEST COAST, INC.**

By: [signature]
Name: Lawrence Reinhold
Title: Attorney-in-Fact

**C&R HOLDING GROUP, CORP.**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignors has duly executed and delivered this Trademark Assignment as of the date first above written.

CIRCUITCITY.COM INC.

By: _____
Name: _____
Title: _____

CIRCUIT CITY STORES WEST COAST, INC.

By: _____
Name: _____
Title: _____

C&R HOLDING GROUP, CORP.

By: _____
Name: Ronny Ehmael
Title: President

Exhibit A

See Attached

**Exhibit A**
**Trademark Schedule**

| TRADEMARK | SERIAL/REGISTRATION NUMBER | JURISDICTION | CLASS | STATUS | OWNER |
|---|---|---|---|---|---|
| CIRCUIT CITY | Reg. No. 1058682 | Australia | 35 | Registered | CircuitCity.com Inc. |
| FIND YOURSELF IN THE CITY | Reg. No. 0817472 | Benelux | 6, 9, 16, 25, 28, 35, 37, 41, 42 | Registered | Circuit City Stores West Coast, Inc. |
| FIND YOURSELF IN THE CITY | Reg. No. 0817476 | Benelux | 6, 9, 16, 25, 28, 35, 37, 41, 42 | Registered | Circuit City Stores West Coast, Inc. |
| CIRCUIT CITY | Reg. No. 831240423 | Brazil | 35 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. TMA427363 | Canada | 9, 42 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. TMA407148 | Canada | 42 | Registered | CircuitCity.com Inc. |
| Circuit City | Reg. No. TMA508806 | Canada | 1 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY DIRECT | Reg. No. TMA523186 | Canada | 1 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY EXPRESS | Reg. No. TMA508369 | Canada | 42 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 927470 | Chile | 35 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 009602426 | CTM | 35 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 300432099 | Hong Kong | 35 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 4016437 | Japan | 9 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 4109287 | Japan | 11 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 511107 | Mexico | 35 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 466861 | Mexico | 35 | Registered | CircuitCity.com Inc. |

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|---|---|---|---|---|---|
| | Reg. No. 857102 | Mexico | 35 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY EXPRESS | Reg. No. 453532 | Mexico | 35 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 00066167 | Peru | 35 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 01212343 | Taiwan | 35 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Serial No. 182502 | United Arab Emirates | 35 | Published; Awaiting Registration Certificate | CircuitCity.com Inc. |
| THE CITY | Reg. No. 3419172 | United States | 16 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 3856567 | United States | 35, 37 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 4071793 | United States | 9 | Registered | CircuitCity.com Inc. |
| THE CITY | Reg. No. 3427528 | United States | 41 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 2202309 | United States | 21, 25 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 1966767 | United States | 36, 37, 42 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 1121646 | United States | 42 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY EXPRESS | Reg. No. 1880174 | United States | 42 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY PLUS | Reg. No. 2425092 | United States | 36 | Registered | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. 1369581 | United States | 42 | Registered | CircuitCity.com Inc. |
| | Serial No. 86732352 | United States | 35 | Pending | CircuitCity.com Inc. |
| CIRCUIT CITY | Reg. No. S049573 | Venezuela | 35 | Registered | CircuitCity.com Inc. |

[1] Per the terms of the Co-Existence Agreement with Citigroup Inc., this mark should be cancelled.



RECORDED: 10/28/2015
TRADEMARK
REEL: 005655 FRAME: 0346