

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gregg Appliances, Inc.		06/28/2016	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	One Boston Place		
Internal Address:	18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4778422	FILL YOUR HOME WITH HAPPY	
Registration Number:	2557080	HHGREGG.COM	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>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.</i>			
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	02/23/2017		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated June 28, 2016, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of Wells Fargo Bank, National Association, as administrative agent and collateral agent for the Lenders (as defined in the Loan Agreement referred to below) (the “**Agent**”).

Reference is made to the Amended and Restated Loan and Security Agreement, dated as of March 29, 2011 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Loan Agreement**”), by and among, among others, Gregg Appliances, Inc., an Indiana corporation (the “**Borrower**”), HHG Distributing, LLC, an Indiana limited liability company, the Lenders party thereto from time to time, Wells Fargo Bank, National Association, as Agent, and certain other parties thereto from time to time. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement.

Whereas, under the terms of the Loan Agreement, the Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Lenders, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the trademarks and trademark registration applications set forth on Schedule A attached hereto (collectively, the “**Trademarks**”).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.


GREGG APPLIANCES, INC., as Grantor

By: 
Name: Kevin J. Kovacs
Title: Vice President and Controller

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005993 FRAME: 0524

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Michael S. Watson
Title: Director

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNING ENTITY</u>
FILL YOUR HOME WITH HAPPY	4,778,422	07/21/15	Gregg Appliances, Inc.
HHGREGG.COM	2,557,080	04/02/02	Gregg Appliances, Inc.
WELCOME TO THE REVOLUTION	2,476,625	08/07/01	Gregg Appliances, Inc.
HHG	2,646,349	11/05/02	Gregg Appliances, Inc.

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>	<u>OWNING ENTITY</u>
FOBO	87006092	04/19/16	Gregg Appliances, Inc.
FEAR OF BETTER OPTIONS	87006073	04/19/16	Gregg Appliances, Inc.