

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
Curtis Mathes Holdings, LLC		07/31/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Roderick Ciaccio
Street Address:	11920 Taylorcrest Rd.
City:	Houston
State/Country:	TEXAS
Postal Code:	77024
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Larry St. Martin
Street Address:	11603 Starwood Dr.
City:	Houston
State/Country:	TEXAS
Postal Code:	77024
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	ATVF II LLC
Street Address:	5090 Richmond St.
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2491241	CURTIS MATHES

900160301

**TRADEMARK
 REEL: 004190 FRAME: 0435**

OP \$415.00 2491241

Registration Number:	1110836	CURTIS MATHES
Registration Number:	2190392	CURTIS MATHES XPRESSWAY
Registration Number:	1158474	CURTIS MATHES CENTERS
Registration Number:	1147077	MATHES
Registration Number:	1255573	CURTIS MATHES HOME ENTERTAINMENT CENTER
Registration Number:	2189394	CURTIS MATHES
Registration Number:	1328184	CURTIS MATHES
Registration Number:	1257530	THE WORLD OF CURTIS MATHES
Registration Number:	1376981	CURTIS MATHES FOUR YEAR EXCLUSIVE LIMITED WARRANTY
Registration Number:	1377667	CURTIS MATHES FOUR YEAR EXCLUSIVE LIMITED WARRANTY
Registration Number:	2199717	CURTIS MATHES XPRESSWAY
Registration Number:	1422382	NOBODY, BUT NOBODY BUT CURTIS MATHES CAN GIVE YOU ALL THIS FOR ONLY \$ 19.95 A WEEK
Registration Number:	1472031	SIGNATURE SERIES BY CURTIS MATHES
Registration Number:	0860448	CURTIS MATHES
Registration Number:	0861313	CURTIS MATHES CM

CORRESPONDENCE DATA

Fax Number: (713)552-1758
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8326154234
Email: bmanning@boyarmiller.com
Correspondent Name: Bill L Manning
Address Line 1: 4265 San Felipe, Suite 1200
Address Line 4: Houston, TEXAS 77027

ATTORNEY DOCKET NUMBER:	3726/00003
NAME OF SUBMITTER:	Larry St Martin
Signature:	/Larry St. Martin/
Date:	04/22/2010

Total Attachments: 10
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of July 31, 2009 (this "Agreement"), to be effective as of the Trademark Assignment Date as defined herein, is made by Trident Growth Fund, L.P. a Delaware limited partnership ("Trident"), Curtis Mathes Holdings, LLC, a Delaware limited liability company ("CM Holdings"), Roderick Ciaccio, an individual residing at 11920½ Taylorcrest Rd., Houston, Texas 77024, ATVF II LLC, a Texas limited liability company at 5090 Richmond St., Houston, Texas 77056 ("ATVF"), and Larry J. St. Martin, an individual residing at 11603 Starwood Drive, Houston, Texas 77024.

WITNESSETH:

WHEREAS, Trident and CM Licensing, Inc., a Delaware corporation ("CM Licensing"), entered into that certain Securities Purchase Agreement on February 15, 2007 (the "First Purchase Agreement"), whereby Trident, as purchaser therein, purchased that certain Debenture No. 1 and Warrant No. 1 of CM Licensing, each dated of even date therewith;

WHEREAS, contemporaneously therewith, Trident and CM Licensing entered into a Trademark License Agreement dated February 15, 2007, pursuant to which Trident licensed to CM Licensing certain trademarks owned by Trident as set forth on **Schedule A** attached hereto, along with all goodwill associated therewith (the "Trademarks");

WHEREAS, CM Licensing, Trident and ATVF subsequently entered into a second Securities Purchase Agreement dated July _____, 2008 (the "Second Purchase Agreement"), pursuant to which Trident purchased that certain Debenture No. 2; Debenture No. 3, and Warrant No. 2 of CM Licensing, and ATVF purchased that certain Debenture No. 4 and Warrant No. 3 of CM Licensing; and

WHEREAS, as further inducement to ATVF to enter into the Second Purchase Agreement, Trident executed that certain Trademark Security Agreement dated July ___, 2008 (the "Trademark Security Agreement"), pursuant to which Trident granted to ATVF a security interest in and to the Trademarks;

WHEREAS, Roderick Ciaccio, ATVF, and Larry J. St. Martin (collectively, the "Secured Parties") thereafter entered into a Loan Agreement dated June ___, 2009 (the "Loan Agreement"), with CM Licensing, pursuant to which Secured Parties agreed to advance certain amounts to CM Licensing;

WHEREAS, as further inducement to Secured Parties to enter into the Loan Agreement, Trident executed that certain Trademark Security Agreement dated June ___, 2009 (the "Second Trademark Security Agreement"), pursuant to which Trident granted to Secured Parties a security interest in and to the Trademarks;

WHEREAS, CM Holdings is a wholly owned subsidiary of Trident; and

WHEREAS, Trident desires to transfer and assign the Trademarks to CM Holdings, and Secured Parties have consented to such transfer and assignment subject to CM Holdings' agreement to in all respects be substituted for Trident with respect to the Trademark Security Agreement and the Second Trademark Security Agreement, and to continue the existing security interest in and lien on the Trademarks in favor of Secured Parties, as described in this Amendment.

NOW, THEREFORE, in consideration of the premises and for ten dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1 The following terms shall have the meanings set forth in this Section 1:

“PTO” shall mean the United States Patent and Trademark Office.

“Trademark Assignment Date” means the date on which the assignment of the Trademarks from Trident to CM Holdings is consummated.

“Use” of any Trademark shall include all uses of such Trademark by, for or in connection with CM Holdings, its licensee(s) or their respective businesses, products and/or services or for the direct or indirect benefit of CM Holdings.

1.2. UCC Terms. Unless otherwise defined herein or in the Transaction Documents, terms used in Article 9 of the Uniform Commercial Code of the State of Texas (the “UCC” or the “Code”) are used herein as therein defined.

1.3. Rules of Interpretation. All definitions (whether set forth herein or by reference) shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” or the phrase “but not limited to.” All reference herein to Sections, Exhibits and Schedules shall be deemed references to Sections of and Exhibits and Schedules to this Agreement unless the context otherwise requires.

2. GRANT OF SECURITY INTEREST.

2.1 Grant of Security Interest. Effective on Trademark Assignment Date, CM Holdings hereby unconditionally grants to the Secured Parties a continuing lien security interest in and first priority lien on the Trademarks, and pledges, mortgages and hypothecates the Trademarks to the Secured Parties as collateral security for the complete and timely payment, performance and satisfaction of all obligations and performance of CM Licensing with respect to Secured Parties (collectively, the “Obligations”). It is the intention of the parties that the security interests in the Trademarks granted in the Trademark Security Agreement and the Second Trademark Security Agreement shall not be extinguished

hereunder, but shall be continued with effect as of the respective dates of such agreements, with CM Holdings being substituted in all respects for Trident with respect thereto.

2.2 Effect. Subject to the provisions set forth in section 2.1 and except as specifically set forth herein, the parties agree that effective on the Trademark Assignment Date, this Agreement shall supersede and replace the Trademark Security Agreement and the Second Trademark Security Agreement.

3. REPRESENTATIONS AND WARRANTIES. Effective as of the Trademark Assignment Date, CM Holdings represents and warrants to, and covenants and agrees with, Secured Parties, as follows:

3.1 Title. CM Holdings is and will at all times thereafter continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademarks, free and clear of any lien, charge, security interest or other encumbrance, except for the security interest and conditional assignment created by this Agreement, and CM Holdings will defend its right, title and interests in and to the Trademarks against claims of any third parties.

3.2 Maintenance of Trademarks. CM Holdings shall take such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as are necessary and appropriate to maintain, protect, preserve, care properly for and enforce the Trademarks. CM Holdings shall not abandon or dedicate to the public any of the Trademarks, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any Trademarks or loss of or adverse effect on any rights in any Trademarks.

3.3 No Conflicting Agreements. Other than the exclusive license described in that certain Trademark License Agreement between Trident and CM Licensing dated February 15, 2007, which Trademark License Agreement was assigned by Trident to and assumed by CM Holdings as of the Trademark Assignment Date, CM Holdings has not sold, transferred, licensed, or granted a security interest in the Trademarks to any person or entity. CM Holdings shall not take any actions or enter into any agreements, including, but not limited to, any actions or agreements for the assignment, sale, transfer, license, disposition, grant of any interest in or encumbrance of any of the Trademarks, which are inconsistent with or would or might impair in any way CM Holdings' representations, warranties and covenants herein, without the prior written consent of the Secured Parties (which consent can be granted or withheld in the Secured Parties' sole discretion); provided, however, that, notwithstanding any other provision of this Agreement, so long as no Event of Default shall have occurred and be continuing, or (notwithstanding an Event of Default) if CM Holdings obtains prior written consent from the Secured Parties, which consent may be granted or withheld in the Secured Parties' sole discretion, CM Holdings may license or otherwise transfer the Trademarks in any lawful manner that is in the ordinary course of its business and is not inconsistent with the provisions of this Agreement.

4. FILING FOR PERFECTION OF INTEREST. After the Trademark Assignment Date, Secured Parties shall cause this Agreement to be recorded with the PTO and appropriate state agencies, in their sole discretion.

5. RIGHTS OF AND LIMITATIONS ON SECURED PARTIES. From and after the Trademark Assignment Date, CM Holdings shall be and remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Trademarks. Secured Parties shall not have any obligation or liability under or in relation to the Trademarks by reason of the execution and delivery of, or arising out of, this Agreement and Secured Parties' rights hereunder, or the grant of a security interest by CM Holdings to Secured Parties of, or the receipt in accordance with this Agreement by Secured Parties of, any payment relating to any Trademarks, nor shall Secured Parties be required or obligated in any manner to perform or fulfill any of the obligations of CM Holdings relating to the Trademarks or be liable to any party on account of CM Holdings' Use of the Trademarks.

6. REMEDIES UPON AN EVENT OF DEFAULT.

Upon the occurrence of and during the continuance of an event of default under the Transaction Documents (as defined in the Trademark Security Agreement) or the Loan Documents (as defined in the Second Trademark Security Agreement) occurring after the Trademark Assignment Date, or in the event that any representation or warranty in this Agreement shall prove to have been incorrect in any material respect when made (each an "Event of Default"):

(a) Secured Parties may notify any obligors with respect to the Trademarks of Secured Parties' security interest and that such obligors are to make payments directly to Secured Parties. Secured Parties may send this notice in CM Holdings' name or in Secured Parties' name, and at Secured Parties' request CM Holdings will join in Secured Parties' notice, provide written confirmation of Secured Parties' security interest and request that payment be sent to Secured Parties. Secured Parties may enforce this obligation by specific performance. Secured Parties may collect all amounts due from such obligors. Upon and after notification by Secured Parties to CM Holdings, CM Holdings shall hold any proceeds and collections of any of the Trademarks in trust for Secured Parties and shall not commingle such proceeds or collections with any other of CM Holdings' funds, and CM Holdings shall deliver all such proceeds to Secured Parties immediately upon receipt thereof in the identical form received and duly endorsed or assigned to Secured Parties.

(b) Secured Parties may require CM Holdings to sell the Trademarks pursuant to such terms and arrangements as Secured Parties may direct, and apply the proceeds thereof to the payment of the Obligations.

(c) Secured Parties may exercise any and all remedies with respect to the Trademarks as are available or which are permitted to be granted to a Secured Parties pursuant to the terms of the Uniform Commercial Code or other applicable law. Secured Parties will give to CM Holdings reasonable notice of the time and place of any public sale by Secured Parties of the Trademarks, or part thereof, or of the time after which any private sale or other

intended disposition thereof is to be made. Such requirement of reasonable notice shall be met if such notice is delivered to the address of CM Holdings set forth in this Agreement at least ten (10) calendar days before the time of the proposed sale or disposition. Any such sale may take place from CM Holdings' location or such other location as Secured Parties may designate. CM Holdings shall in no event be liable for any deficiency in payment of the Obligations after any such sale.

(d) No Obligation of Secured Parties. Nothing herein shall be construed as obligating Secured Parties to take any of the foregoing actions at any time.

7. POWER OF ATTORNEY.

7.1. Grant. Effective as of the Trademark Assignment Date, CM Holdings hereby grants to the Secured Parties, and any officer or agent of the Secured Parties as the Secured Parties may designate in its sole discretion, a power of attorney, thereby constituting and appointing the Secured Parties (and the Secured Parties' designee) its true and lawful attorney-in-law and attorney-in-fact, effective upon the occurrence and during the continuation of an Event of Default, for the purpose of assigning, selling, licensing or otherwise transferring or disposing of all right, title and interest of CM Holdings in and to any of the Trademarks in accordance with the terms hereof. CM Holdings hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

7.2. Irrevocable. The foregoing power of attorney is coupled with an interest and is irrevocable until this Agreement shall terminate (which termination shall occur concurrently with the termination of all Obligations).

7.3 Release. CM Holdings hereby releases Secured Parties from any claims, causes of action and demands at any time arising out of or in connection with any actions taken or omitted to be taken by Secured Parties under the power of attorney granted herein (except for the gross negligence or willful misconduct of Secured Parties).

8. SEVERABILITY. In the event any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable to any extent or in any respect, or otherwise determined to be of no effect, in any jurisdiction, such invalidity, illegality, unenforceability or determination shall affect only such term or provision, or part thereof, in only such jurisdiction. The parties agree they will negotiate in good faith to replace any provision so held invalid, illegal or unenforceable, or so determined, with a valid, enforceable and effective provision which is as similar as possible in substance and effect to the provision which is invalid, illegal, unenforceable or of no effect.

9. NON-REPRESENTATION. Secured Parties agree and acknowledge that (i) Boyar & Miller has been retained by the Trident and CM Holdings to act as counsel to and represent Trident and CM Holdings, respectively, in connection herewith; (ii) Boyar & Miller did not represent any of the interests of the Secured Parties in connection herewith, including but not limited to the preparation of the Agreement, but acted solely as counsel to Trident and CM Holdings; (iii) Secured Parties have not relied upon any legal advice from Boyar & Miller with

respect to any matters, including, without limitation, the terms and provisions of the Agreement or any of the documents relating hereto; and (iv) Secured Parties each have the right to engage counsel to represent it in connection herewith, and each Secured Party acknowledges that its has been advised by Boyar & Miller to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Trademark Security Agreement to be executed as of the date first written above.

CURTIS MATHES HOLDINGS, LLC


By: _____
Name: Larry St. Martin
Title: President

Address for Notice and Delivery

Curtis Mathes Holdings, LLC
c/o Trident Growth Fund, LP
270 North Denton Tap Rd.
Coppell, Texas 75019

TRIDENT GROWTH FUND, L.P.

By: TRIDENT MANAGEMENT, LLC,
its GENERAL PARTNER

By: 
Name: Scotty Cook
Title: Member

Address for Notice and Delivery

Trident Growth Fund, LP
270 North Denton Tap Rd.
Coppell, Texas 75019

ATVF II LLC

By: _____
Name: _____
Title: _____

Larry J. St. Martin, *individually*

Roderick Ciaccio, *individually*

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Trademark Security Agreement to be executed as of the date first written above.

CURTIS MATHES HOLDINGS, LLC

By: _____

Name: Larry St. Martin

Title: President

Address for Notice and Delivery

Curtis Mathes Holdings, LLC
c/o Trident Growth Fund, LP
270 North Denton Tap Rd.
Coppell, Texas 75019

TRIDENT GROWTH FUND, L.P.

By: TRIDENT MANAGEMENT, LLC,
its GENERAL PARTNER

By: _____

Name: Scotty Cook

Title: Member

Address for Notice and Delivery

Trident Growth Fund, LP
270 North Denton Tap Rd.
Coppell, Texas 75019

ATVF II LLC

By: _____

Name: _____

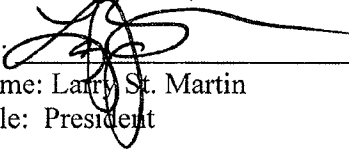
Title: _____

Larry J. St. Martin, *individually*

Roderick Ciaccio, *individually*

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Trademark Security Agreement to be executed as of the date first written above.

CURTIS MATHES HOLDINGS, LLC

By: 
Name: Larry St. Martin
Title: President

Address for Notice and Delivery

Curtis Mathes Holdings, LLC
c/o Trident Growth Fund, LP
270 North Denton Tap Rd.
Coppell, Texas 75019

TRIDENT GROWTH FUND, L.P.

By: TRIDENT MANAGEMENT, LLC,
its GENERAL PARTNER

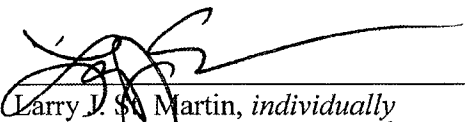
By: _____
Name: Scotty Cook
Title: Member

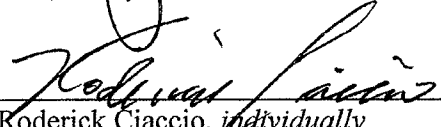
Address for Notice and Delivery

Trident Growth Fund, LP
270 North Denton Tap Rd.
Coppell, Texas 75019




ATVF II LLC

By: _____
Name: _____
Title: _____


Larry J. St. Martin, *individually*


Roderick Ciaccio, *individually*

SCHEDULE A – TRADEMARKS

<u>Registration No.</u>	I. Trademark	A. Registrat ion Date
2,491,241	CURTIS MATHES	September 18, 2001
1,110,836	CURTIS MATHES	January 9, 1979
2,190,392	CURTIS MATHES XPRESSWAY	September 22, 1998
1,158,474	CURTIS MATHES CENTERS	June 23, 1981
1,147,077	MATHES	February 17, 1981
1,255,573	CURTIS MATHES HOME ENTERTAINMENT CENTER	October 25, 1983
N/A	CURTIS MATHES FOUR YEAR EXCLUSIVE LIMITED WARRANTY	N/A
2,189,394	CurtisMathes	September 15, 1998
1,328,184	Curtis Mathes	April 2, 1985
1,257,530	WORLD OF CURTIS MATHES	November 15, 1983
1,376,981 1,377,667		January 7, 1986
2,199,717		October 27, 1998
1,422,382	Nobody, but nobody but Curtis Mathes can give you all this for only *19.95 a week	December 23, 1986
1,472,031	<i>Signature</i> SERIES BY CURTIS MATHES	January 12, 1988
860,448	<i>Curtis Mathes</i>	November 19, 1968
861,313		December 3, 1968
	www.curtismathes.com	