

Document ID# 900187832

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Gregg Appliances, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Indiana
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 29, 2011

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association
(successor in interest to Wachovia Bank, National Association)
Internal Successor in interest to Congress Financial Corporation (Central)
Address: as Secured Party

Street Address: One Boston Place, 18th Floor

City: Boston

State: Massachusetts

Country: USA Zip: 02108

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other National Assoc.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
see Schedule I attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Magdalini Rizakos

Internal Address:

Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-993-2698

Fax Number: 312-993-~~8270~~2698

Email Address: magdalini.rizakos@lw.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Magdalini Rizakos
Signature

04/15/2011
Date

Magdalini Rizakos
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12





Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004523 FRAME: 0605

700460853

SCHEDULE I

Trademark	Registration Number	Registration Date
EXTRAORDINARY APPLIANCES FOR THE HEART OF YOUR HOME	3,307,127	10/9/07
WEBSTOCK	3,520,019	10/21/08
	3,530,456	11/11/08
HHGREGG	3,520,020	10/21/08
	3,530,455	11/11/08
FINE LINES	3,546,276	12/16/08
FINE POINTS	3,520,018	10/21/08
 FINE LINES	3,530,454	11/11/08
	3,633,848	6/9/09
HHGREEN	3,613,710	4/28/09
GIVING YOU THE POWER TO GO GREEN	3,613,720	4/28/09
hhgold	3,860,068	10/12/10

USPTO

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TO:MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY:233 SOUTH WACKER DRIVE, SUI

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/29/2011
900187832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gregg Appliances, Inc.		03/29/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association (successor in interest to Wachovia Bank, National Association successor in interest to Congress Financial Corporation (Central)), as Secured Party		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	a national banking association: <i>Citizenship: USA</i>		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3307127	EXTRAORDINARY APPLIANCES FOR THE HEART OF YOUR HOME	
Registration Number:	3520019	WEBSTOCK	
Registration Number:	3530456	HHGREGG	
Registration Number:	3520020	HHGREGG	
Registration Number:	3530455	HHGREGG	
Registration Number:	3546276	FINE LINES	
Registration Number:	3520018	FINE POINTS	
Registration Number:	3530454	HHGREGG FINE LINES	
Registration Number:	3633848	PRICE & ADVICE GUARANTEED	
Registration Number:	3613710	HHGREEN	
Registration Number:	3613720	GIVING YOU THE POWER TO GO GREEN	
Registration Number:	3860068	HHGOLD	

OP \$315.00 3307127

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TO:MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY:233 SOUTH WACKER DRIVE, SUI

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Magdalini Rizakos

Signature:

/mr/

Date:

03/29/2011

Total Attachments: 5

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TO:MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY:233 SOUTH WACKER DRIVE, SUI

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), dated as of March 29, 2011 is entered into between GREGG APPLIANCES, INC., an Indiana corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (successor in interest to Wachovia Bank, National Association successor in interest to Congress Financial Corporation (Central)), in its capacity as Secured party for Lenders ("Secured Party").

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Collateral Assignment and Security Agreement dated as of February 3, 2005 (as amended, modified or supplemented from time to time, the "Existing Trademark Agreement") which was filed with the United States Patent and Trademark Office on March 23, 2005, at Reel 3138, Frame 0741. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Agreement.

WHEREAS, Debtor desires to amend the Existing Trademark Agreement to reflect the addition of the Trademarks listed on Exhibit A attached hereto.

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

1. Amendment to Existing Trademark Agreement. "Exhibit A to Trademark Collateral Assignment and Security Agreement" appended to the Existing Trademark Agreement is hereby amended by adding the Trademarks listed on Exhibit A attached hereto.

2. No Waiver. Secured Party and Debtor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Agreement or any other Loan Document.

3. Representations. Debtor hereby represents and warrants to Secured Party that this Amendment is a legal, valid, and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

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TO:MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY:233 SOUTH WACKER DRIVE, SUI

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment. This Amendment may be authenticated by manual signature, facsimile or other electronic means, all of which shall be equally valid.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Debtor and rights of Secured Party that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Debtor and Secured Party and their respective successors and assigns, and shall inure to the benefit of Debtor and Secured Party and the successors and assigns of Secured Party.

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TO:MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY:233 SOUTH WACKER DRIVE, SUI

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

GREGG APPLIANCES, INC.

By: [Signature]
Name: Jeremy J. Anker
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Secured Party

By: _____
Name: _____
Title: _____

[Signature Page to Amendment No. 1 to Trademark Collateral Assignment and Security Agreement]

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TO:MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY:233 SOUTH WACKER DRIVE, SUI

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

GREGG APPLIANCES, INC.

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Secured Party

By:  _____
Name: Jason B Searle
Title: Director


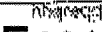

[Signature Page to Amendment No. 1 to Trademark Collateral Assignment and Security Agreement]

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TO:MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY:233 SOUTH WACKER DRIVE, SUI

EXHIBIT A
to
Amendment to Trademark Security Agreement

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GIVING YOU THE POWER TO GO GREEN	3,613,720	4/28/09
hhgold	3,860,068	10/12/10