

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436063

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gregg Appliances, Inc.		07/14/2017	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valor Group LLC		
<b>Street Address:</b>	50 Atrium Drive		
<b>City:</b>	Somerset		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08873		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2557080	HHGREGG.COM	
<b>Registration Number:</b>	3307127	EXTRAORDINARY APPLIANCES FOR THE HEART O	
<b>Registration Number:</b>	3520020	HHGREGG	
<b>Registration Number:</b>	3530454	HHGREGG FINE LINES	
<b>Registration Number:</b>	3530455	HHGREGG	
<b>Registration Number:</b>	3530456	HHGREGG	
<b>Registration Number:</b>	3546276	FINE LINES	
<b>Registration Number:</b>	4778422	FILL YOUR HOME WITH HAPPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6465881962		
<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>			
<b>Phone:</b>	8028810640		
<b>Email:</b>	uspto@webtm.com		
<b>Correspondent Name:</b>	Gordon E. R. Troy, Esq.		
<b>Address Line 1:</b>	P.O. Box 1180		
<b>Address Line 4:</b>	Shelburne, VERMONT 05482		
<b>NAME OF SUBMITTER:</b>	Gordon E. R. Troy, Esq.		
<b>SIGNATURE:</b>	/Gordon E. R. Troy/		

OP \$215.00 2557080

<b>DATE SIGNED:</b>	07/21/2017
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**Total Attachments: 5**

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## EXHIBIT C

### TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT**, dated as of July 14, 2017 (this "Assignment"), by and between GREGG APPLIANCES, INC., Debtor and Debtor-in-Possession, organized under the laws of Indiana ("Assignor"), and Valor Group LLC, a limited liability company organized under the laws of New Jersey ("Assignee"). Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), between Assignor and Assignee.

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to, among other things, sell, convey, assign, transfer and deliver to Assignee all of Assignor's and its Affiliates' right, title and interest in and to those Trademarks set forth on Schedule A hereto, together with all common law rights associated therewith, and all goodwill associated therewith throughout the world (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, convey, assign, transfer and deliver to Assignee, and Assignee hereby accepts, all of Assignor's and its Affiliates' right, title, and interest in and to the Assigned Trademarks, together with all goodwill associated therewith throughout the world, all causes of action (in law or equity), claims, demands, and any other rights arising from any past, present or future infringement of the Assigned Trademarks, along with the right to sue for and collect any damages therefor, all for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. Authorization. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment

hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Counterparts. This Assignment may be executed by facsimile or other electronically-scanned signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This Assignment, to the extent signed and delivered by means of a facsimile machine or other electronic means, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same legal and binding effect as if it were the original signed version thereof delivered in person.

[Signature page follows.]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

GREGG APPLIANCES, INC., Debtor and Debtor-in-Possession

By: 

Name: Lance Peterson

Title: Vice President, Finance & Planning

**ASSIGNEE:**

VALOR GROUP LLC

By: \_\_\_\_\_

Name: Albert Houllou

Title: Manager

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

GREGG APPLIANCES, INC., Debtor and Debtor-in-Possession

By: \_\_\_\_\_

Name: Lance Peterson

Title: Vice President, Finance & Planning

**ASSIGNEE:**

VALOR GROUP LLC

By:  \_\_\_\_\_

Name: Albert Houllou

Title: Manager

**Schedule A**

**Assigned Trademarks**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
HHGREGG	3520020	October 21, 2008
HHGREGG (and Design)	3530456	November 11, 2008
HHGREGG (Stylized)	3530455	November 11, 2008
HHGREGG FINE LINES (and Design)	3530454	November 11, 2008
FINE LINES	3546276	December 16, 2008
FILL YOUR HOME WITH HAPPY	4778422	July 21, 2015
HHGREGG.COM	2557080	April 2, 2002
EXTRAORDINARY APPLIANCES FOR THE HEART OF YOUR HOME	3307127	October 9, 2007
HHGold	3860068	March 1, 2010